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THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 6, 1858.

THE DIVORCE ORDERS.

The Orders of the Divorce Court have at length appeared, and it will now be possible for the new Court to begin in earnest its operations. The Orders have made as little change as possible in the practice of the old Court, and the changes introduced are almost in every case such as are naturally dictated by the language of the Act creating the Court, or by a desire to bring into harmony the practice of the two Courts over which the Judge Ordinary presides. Thus, for instance, a great part of the Orders is devoted to prescribing the course of proceeding by which the method of conducting an action at common law is to be incorporated with the conduct of matrimonial causes, how the record is to be made up, within what time application for a new trial is to be made, and so forth — points necessary to be settled, because the Act of last session directed that the common-law system should be introduced, so far as desirable and convenient. Then, again, the Orders make the Divorce Court borrow some of the machinery of the Probate Court. The registry of the Court and the clerks employed therein are to be subject to, and under the control of, the registrar of the principal registry of the Court of Probate. The officers of the Court of Probate are to discharge the corresponding duties in the Court of Divorce; and in minor matters, as for instance in the direction that every citation and appearance is to be accompanied by an address within three miles of the General Post-office, the two sets of orders are framed with a view of establishing a harmony of practice.

We will trace the progress of a matrimonial cause as it will be conducted under the new orders. Proceedings will be commenced by filing a petition. A form of a petition is given in the appendix to the orders, borrowed, with very slight alteration, from the old form of libel. The petition is to be accompanied by an affidavit, made by the petitioner, verifying the facts stated in the petition of which he or she has personal cognizance, and this affidavit is to be filed with the petition. In cases where the petitioner is seeking a decree of nullity of marriage, or a decree of judicial separation, or a dissolution of marriage, or a decree in a suit of jactitation of marriage, the petitioner's affidavit is further to state that no collusion or connivance exists between the petitioner and the other party to the marriage or alleged marriage. The next step is to issue a citation and serve it personally, if possible, on the respondent, having first deposited a præcipe for citation in the registry, and given an address within three miles of the General Post-office, where notices and instruments not requiring personal service may be left. The respondent will then enter an appearance, and will give a similar address, and within twenty-one days from the service of the citation is to file his or her answer in the registry, a form for the answer being given in the appendix. Every answer which contains matter other than a simple denial of the facts stated in the petition is to be accompanied by an affidavit made by the respondent, verifying the additional matter; and the respondent is bound equally with the petitioner to deny collusion or connivance. The answer is to be filed with the affidavit, and then a replication to the answer, if thought necessary, may be filed within fifteen days, and the same period will be allowed for bringing in and filing any further statement by way of answer to the replication.

When the proceedings have raised the questions of fact necessary to be determined, either party may within fifteen days claim a jury, and if a jury is not claimed, the Judge Ordinary will determine whether the cause shall be tried by a jury or before the Court itself, and whether by oral evidence, or upon affidavit. When a cause is to be tried before a jury, the Judge Ordinary will direct the questions at issue to be stated in the form of a record to be settled by one of the Registrars. The petitioner is then to file the record, set down the cause for trial, and give notice of having done so to the opposite party; or if the petitioner delay filing the record and setting down the cause for trial for the space of a month from the day on which the record has been settled, the respondent may take this step in his place. The hearing of the cause will then be conducted in Court, and the counsel will address the Court, subject to the same rules and regulations as now obtain in the courts of common law. If a new trial is wished for, application must be made within a month from the day on which the cause was tried. Lastly, supposing the trial is not before a jury, but upon affidavit, the petitioner and respondent are each to file their affidavits within eight days from the filing of the last proceeding. Counter-affidavits to any facts stated in these affidavits may be filed within fifteen days by either party, but no further affidavits will be admitted unless the consent of the Judge Ordinary has been obtained.

Such will be the outline of a matrimonial cause; but there are one or two subsidiary points to be noticed. When an affidavit establishing the *factum* of a marriage between the parties has been filed, and the husband has appeared in the cause, the wife may proceed to file a petition for alimony, drawn in accordance with a form given in the appendix. The husband is, within eight days, to file his answer, with which if the wife is not satisfied, she may examine witnesses in support of her petition. After the answer has been filed, the wife may move the Court at its next sitting to decree her alimony *pendente lite*; and, when a wife has obtained a decree of judicial separation in her favour, and has previously filed her petition for alimony, she may, unless an appeal to the full Court is interposed, move the Court to decree her permanent alimony. The orders further provide that applications on the part of a wife deserted by her husband for an order to protect her earnings and property, are to be made on summons to the Judge Ordinary in chambers, and that persons desirous of prosecuting a suit *in formâ pauperis* must obtain an order from the Judge Ordinary for that purpose, and the application for the order is to be accompanied by an affidavit that the applicant is not worth £25, and by a case laid before a counsel and an opinion obtained thereon, stating that the counsel thinks that reasonable grounds exist for the application being made.

We have, we believe, given a summary of the orders so far as they are not concerned with minor details, or addressed principally to the officers of the Court. In conclusion, we recommend to the attention of our readers the little work on the Law of Divorce and Matrimonial Causes, lately published by Dr. Swabey, the chief fault of which is that it has been published rather too early, as it does not contain the orders. Its learning is principally borrowed from the report of the Commissioners on Divorce, and it commits the mistake of argu-

ing against the principle on which some of the clauses of the Act were framed, which we do not think within the proper scope of a text-book. But it is as useful a compendium, we believe, as can be met with.

HALLS' BANKRUPTCY.

The examinations of Henry and Cheslyn Hall, solicitors, of New Boswell-court, before the Court of Bankruptcy, bid fair to rival in interest the confessions of chairmen and directors of insolvent banks. Indeed, the delinquencies of the two Halls have been so flagrant, and the history of their career is so remarkable, as to earn for them a place in the leading columns of the *Times* along with Cameron and Stephens, and other masters of financial management. It is of course inevitable that so glaring an instance of the abuse of professional position should tend to bring discredit upon the whole body of solicitors, and we are therefore thankful to the *Times* for acknowledging at this moment distinctly and emphatically a truth which the public is apt occasionally to overlook—that solicitors are everywhere entrusted with the substance, the honour, and the happiness of individuals and families, that they hold in their hands vast power, and in their breasts the most sacred confidences; and that abuse of these enormous opportunities is rare, while the conscientious use of them is the ordinary unremarked routine of the solicitor's life alike in Lincoln's-inn, in Manchester, in the quiet country town, and in the secluded village. We are obliged to concur in the strictures of the *Times* upon the gross misconduct of the Halls, and we rejoice that that journal has not been tempted by the occasion to launch forth into those general denunciations of law and lawyers which are at all times certain to be popular. We reprint below the most striking portions of the article in question, and we trust that the *Times* will continue to discuss in the same fair and moderate spirit all topics which peculiarly concern our readers.

Various lessons for the guidance of a professional career may be drawn by the young solicitor from the examinations of the two Halls. It appears that they succeeded, some twenty years ago, to a business previously conducted by their father, and to many old connections with clients of high position and great wealth. The father of Sir Charles Rushout, the principal creditor of the bankrupts, had been the client of their father, and the hereditary foundation of his confidence in them may possibly help to account for the extravagant length to which he carried it. The strength of English regard for all long-established customs and connections secures such a house as that of Messrs. Hall in the enjoyment of a business little subject to fluctuation, not very arduous to conduct, and of considerable and certain profit. The candidates who passed lately at the Law Institution, and who are preparing to embark in a laborious conflict with life's difficulties, may be allowed to envy the one or two among them who expect, in the course of nature, to succeed their fathers in what may be called an ancestral practice. A man of talent and energy may create for himself a great professional position, or he may by his proved capacity win admission as partner into some house of old foundation; but he cannot hope, in his single life, to do the work of several generations by rearing such an edifice himself. The finish of time can be given by no other workman; nor can any artificial process impart either to the recent success of the man of business, or to the freshly earned honours of the political or military aspirant, the settled look and mellow colouring of age. And yet it has been abundantly demonstrated by the Halls, that a single life may far more than suffice to destroy what the longest and most active and laborious professional career would scarcely prove adequate to create. In twenty years a valuable practice has been annihilated, a professional character forfeited, and uncovered liabilities of £120,000 incurred. But still, what tenacity of life was shown by the business of Messrs. Hall! Their connection absolutely refused to feel the wounds their conduct gave it; their clients clung to these fraudulent solicitors, and trusted them with a most robust confidence. Sir Charles Rushout's clientship was hereditary, and the tie had been strengthened by important services rendered to him by the Halls, until it seemed that no experiment upon his simplicity and easiness could be too outrageous. For about nine years the Halls were not only his solicitors, but his bankers. He had not, or at least need not have had, much occasion for the services of a lawyer. Ten years ago, indeed, he was involved in a most important Chancery suit, and in those days the Halls were but slightly engaged in farming, and devoted themselves to fight his battle with great energy and success. But afterwards, Sir Charles Rushout appears to have possessed an ample and unencumbered fortune, and the legal business done for him by the Halls was principally raising money upon mortgage, to be applied to their own use. To say that they were his bankers conveys a very inadequate idea of the boundless confidence he reposed in them. He drew cheques upon them as upon a bank, but, in consideration of the "frightful state of the money market," he occasionally consented to hold his hand, and so his cheques were not dishonoured because they were never drawn. Deeds and documents Sir Charles signed without inquiry, and many thousand pounds of stock standing in his name, either in his own right or in trust for others, were sold out to maintain the farm and stables at Neasdon, and to advance that truly national object of improving the English breed of horses. Sir Charles took a friendly interest in these speculations, and occasionally afforded an opinion upon the merits of a horse, without ever, it seems, reflecting that these acquisitions to the stud of the Messrs. Hall were really obtained by the expenditure of his own proper money. It was only by a very gradual process that dissatisfaction was engendered in Sir Charles' trusting soul; but of £20,000 raised for him upon mortgage he could only obtain from the Halls £12,000, and in order to relieve him from the embarrassment thus occasioned, they borrowed for him a further sum of £5,000, of which, however, only £300 could be spared by the solicitors to supply the necessities of their client. That sagacious observer of human life, Mr. Samuel Slick, has somewhere given it as his opinion, that the height of happiness must be attained, not by the wealthy and titled Briton, but by the coachmen, grooms, and footmen, who really enjoy his riches and position without their accompanying responsibilities. Perhaps, but for the ultimate issue of bankruptcy, the Solon of New England would have declared these solicitors blessed above all the sons of men, inasmuch as they not only had the uncontrolled disposal of their client's money, but were actually paid by him for raising the funds wanted to feed their own expenditure.

But the end was reached at last; the patience even of Sir Charles Rushout declined to submit quietly to waiting a year or more for his cash account, and then receiving one which unintentionally, and from various accidents, omitted several items, amounting together to upwards of £40,000. And, besides, there were other creditors, poorer and less placable than Sir Charles Rushout, who refused any longer to accept the performances of "Peep-o'-Day-Boy," and other celebrities of the Neasdon stables, as any equivalent for their own misappropriated consols. The slightest adverse movement was enough to bring down this old-established and much-trusted house, now thoroughly dishonoured and undermined. A new chapter has thus been added to the history of fraud, and fresh force imparted to the old maxim, never to trust any man, or any commercial house, known to be engaged in speculations foreign to the legitimate course of business. Whether a bank becomes proprietor of Welsh mines, or a firm of solicitors engages in breeding horses, the clients of either, if they are wise, will take the earliest opportunity of transferring their confidence to those who are willing to adhere

to the familiar track. Clients, however, have not always the wisdom, nor indeed the power, to withdraw themselves suddenly from connections which lapse of time and circumstances may have rendered peculiarly intimate. Sir Charles Rushout, it must be owned, was an unusually confiding character, and we cannot but wonder how he would have fared as customer of a bank presided over by the genius of a Stephens. But without supposing such exceptional imbecility as this, it is evident that clients must usually be very much in the hands of their confidential lawyer; and if solicitors rarely imitate the example of the Halls, it is not for want of the opportunity.

The following are extracts from the leading article of the *Times* of the 30th ult., to which we have referred above:—

"We are about to offer a few remarks upon a cognate subject—the sharp practice of attorneys and solicitors. We are not speaking of the small technical villanies of such a man as the late Mr. Sampson Brass, nor of the manner in which little ugly legal spiders of the foulest kind emmesh their miserable victims in a glutinous web of costs. To-day we strike at nobler game, at the antlered monarch of the profession, such an one as takes his pastime in the ferny coverts of Lincoln's-inn-fields, or spurns the dew in Bedford-row—at the great 'family solicitor' himself. But we would not have it for a moment supposed that in speaking of the misdeeds of one firm we would include all of the same class in the dragnet of the single charge. On the contrary, it has always been with us matter of surprise that where such unbounded confidence is placed in the probity, the accuracy, and the diligence of a class of men, there are so few defaulters to their trust. It must be considered that the fortune and the honour of a large portion of our English gentry are in the hands of the family solicitor. How seldom does any scandal occur! He is consulted upon their muniments of title—he arranges their marriage settlements—he makes their wills—he varies their investments—he looks after the scapegrace sons; and, sometimes, after the too graceful daughters—he smooths down conjugal difficulties—he prevents his clients from going to law. But not a word escapes him which could lead the world to suppose that the discreet elderly gentleman who is sipping his sherry as quietly as though time hung heavily upon his hands had been a principal agent in more domestic melodramas than M. Alexandre Dumas, even with the assistance of M. Maquet, could elaborate during their joint lives. The family solicitor of our day is the father confessor, or rather the 'director' of ancient times, and is, in the vast majority of instances, as we believe, far more faithful to his trust. Having said thus much, we may now add that every now and then lamentable examples occur on the other side. * * * * *

"The Halls broke down, not, indeed, from precisely the same causes which led to the majority of the recent failures, inasmuch as they had capital—the capital of their clients—to trade upon, but because they, being bred and trained to the profession of the law, chose to be sportsmen and breeders of stock. Their father before them had practised as a solicitor, and left them an excellent professional connection, but by this beaten path they could not become as speedily rich as they desired. They turned aside into another, where they were confronted and vanquished by men who beat them as easily as they would have beaten stock-farmers upon a doubtful point of law. Loss followed loss; the money of one client after another was misappropriated in order to meet deficiencies, and in the end the Halls, who once had been solvent attorneys-at-law, found themselves insolvent breeders of stock. * *

"The lesson which an exposure of the present kind suggests is certainly not distrust of solicitors generally, or, indeed, of family solicitors, among whom could readily be named many men of the highest character; but thus much it certainly teaches—never solicit the services of any professional man in this branch of the law who is notoriously known to be occupied in some other pursuit than that of his profession. Such a man may, no doubt, with perfect safety, be trusted to carry through this or that particular piece of legal business, but not as a recipient of money. The fact is, that men pressed for money will endeavour to get it out of a brick wall. In what position is a layman who ventures to remonstrate with his legal adviser? Difficulties, of the existence of which he was not aware, are summoned up like ghosts—he is helpless in a labyrinth of technicalities. He may know perfectly well that he ought to have his money, but the fact is, his solicitor wants it himself. He can't starve a beautiful speculation for the sake of a few thousand pounds, when it is upon the eve of turning out a hit."

Legal News.

COURT OF COMMON PLEAS.—*Jan.* 29.

(Sittings in Banco.)

Application to strike an Attorney off the Rolls—Unfounded Charge.

Mr. *Atherton*, Q. C. (with him Mr. *Honyman*), appeared to show cause against the following rule being made absolute. The rule called upon Mr. William Roscoe, an attorney, to show cause why he should not repay to Mr. Hewitt £10, part of £35, paid by Mr. Hewitt to him; why he should not pay to Mr. Miller his costs of this application; and why he should not be struck off the roll of attorneys.

The Lord Chief Justice said, he was of opinion that the rule must be discharged with costs. The rule had been obtained on the ground that Mr. Roscoe, being an attorney of this court, had had authority from his client, Mr. Miller, to settle an action on certain terms: namely, on payment of £25 by Mr. Hewitt; that Mr. Roscoe had falsely represented that his client would not settle for less than £35; and that he had received on that representation £35, and had accounted to his client only for £25. It appeared from Mr. Roscoe's affidavit—and he had no doubt that the fact was so—that though Mr. Hewitt originally proposed £25, and Mr. Roscoe communicated that to Mr. Miller, and Mr. Miller was willing to accept £25 if he could get no more, that he at the same time told Mr. Roscoe that he must do the best he could for him. It appeared that Mr. Roscoe afterwards saw Mr. Hewitt, and pressed him for more, and obtained £35. Then came the question whether Mr. Roscoe had accounted for the whole of the £35. There seemed to be not a shadow of a reasonable doubt, now that they had all the facts before them—the books of Mr. Roscoe and the counterfoil of the cheque by which he paid the balance to his client, on which the figures were fully set forth—that he had accounted for it all. There could not be the slightest doubt in the world that Mr. Roscoe had accounted to Mr. Miller, his client, for the £35, and not for the £25 only, as alleged. He was of opinion that Mr. Roscoe had fully exonerated himself from any imputation, and stood fully justified in this court; and that there was no imputation whatever resting on his professional or personal character.

Mr. Justice Williams thought that Mr. Roscoe had entirely exonerated himself from all blame.

Mr. Justice Crowder said, that there was not the slightest blame against Mr. Roscoe; he had accounted honestly for all he had received.

Mr. Justice Willes concurred. Rule discharged, with costs.

LANCASTER COUNTY COURT.

(Before John Addison, Esq., Judge.)—*Jan.* 29, 1858.

In the Matter of James Jarvis, of Newmarket, Insolvent.

Mr. Johnson, attorney, stated that he had received instructions from an attorney at Colchester to oppose this insolvent's discharge. In former cases his appearance, when instructed by another attorney, had been objected to by the bar. In the present instance the debt was under twenty pounds, and he had offered the brief with a fee of one guinea, the sum fixed by the County Court Act, to every barrister present in the following order:—Mr. Dawson, Mr. Fernley, Mr. M'Oubrey, Mr. Conway, Mr. Sowler, and Mr. Higgin; but they declined taking it with less than two guineas; and he now requested that his Honour would enforce the law. Mr. *M'Oubrey* said that the sum specified in the County Court Act merely meant the sum allowed on taxation, and had nothing to do with the rule of the bar. His Honour, after retiring a few minutes to look at the authorities, said that where the opposing creditors' debt was under £20 he considered the legal fee of counsel to be 1*l.* 3*s.* 6*d.*, and he advised some member of the bar to take this sum. Mr. Johnson then again offered the brief successively to each barrister in court, with 1*l.* 3*s.* 6*d.*; but they still declined taking it. After the examination of the insolvent, who was supported by Mr. *Higgin*, Mr. Johnson said that there were strong grounds of opposition, which, through the line of conduct pursued by the bar, he was unable to bring before the Court. His Honour, having examined the schedule, remarked that men must not come from Newmarket to this county to get passed; and adjourned the case for a month.

APPLICATIONS UNDER THE NEW DIVORCE ACT.

At Clerkenwell, on the 19th ult., a lady-like person applied to Mr. *Corrie* for relief under the 21st section of the Divorce

Act. The applicant stated that her husband had left her about nine months ago, having behaved badly towards her. She was in the receipt of the rents of two houses which her husband could not touch; but as she wished to improve her means, she asked for the magistrate's protection. She was in the receipt of nothing from her husband, and her intention was to purchase furniture, and, having procured a house, to let it out in furnished apartments.

Mr. *Corrie* said, the words of the Act were, that a magistrate could give a protecting order to the wife for her earnings and property acquired since the commencement of the desertion. Now in this case it did not seem that the applicant had acquired anything by her own industry since her husband had deserted her. If she went and purchased her furnitue, he would then grant her an order.

The applicant said, she feared to do that. If her husband heard that she purchased anything, he would most assuredly return and take it.

Mr. *Corrie* remarked, that another question arose before he made the order, and that was, whether the husband should not be present. Had the applicant any evidence besides herself of the desertion of her husband?

The applicant replied, that she had a number of respectable witnesses, but they were not then in attendance.

Mr. *Corrie* said, she had better bring them, and then he would see about the order.

At the Lambeth Police Court, on the 19th ult., Mr. *Solomon* made a similar application on behalf of a Mrs. Lucy Freeman, who had been married on the 14th of September, 1842, at Deptford church, to Mr. John Charles Freeman; but on the 20th of June, 1856, her husband deserted her, and had never since returned to her, or contributed in any way to her support. Mrs. Freeman supported herself by her own industry; and as it was the wish of her friends to assist and put her into business, she requested an order under the Act to protect her property from her husband, or his creditors claiming under him.

Mrs. Freeman, a respectable-looking woman, was here sworn, and corroborated the statement of her solicitor.

Mr. *Elliott* granted the order.

Mrs. Mary Wilcock applied to the Leeds borough magistrates on the 19th instant for protection under the 21st section of the Divorce Act.

She stated that she lived at 24, Park Cross-street, and that on the 16th of February, 1836, she was married to George Wilcock, who deserted her without just cause on the 13th of March, 1848, since which time they had been separated. During the separation she had acquired property by her own earnings, consisting of eleven houses, furniture, money, and woollen waste, and she applied to the Court for its protection from her husband and his creditors. The husband was not present, and the order was made.

At the Exeter Guildhall on the 27th ult., before Mr. H. *Hooper*, the Mayor, and Mr. *Bastard*, a city magistrate, an application was made on behalf of Mrs. Catherine Bond, under the 20th & 21st of Victoria, cap. 85, for an order to protect her property against her husband and his creditors. It was stated by Mrs. Bond, the applicant, that she was married to her husband in 1826, that in 1853 he deserted her, and she did not hear anything of him for a period of nearly five years, until last June, when he came to her house at Exeter, and, being wholly destitute, she allowed him to sleep under her roof and to take his meals in the kitchen. During the five years he was absent she had maintained herself by letting furnished lodgings, and had acquired the means of keeping herself respectably. A few days ago it was ascertained that applicant's husband had, during the five years he was absent from his wife, married another woman at Bristol, and he is now in Exeter gaol on a charge of bigamy. Mr. *Roberts*, solicitor, who appeared for Mrs. Bond, said that she had been applied to for payment of her husband's debts; and if an order of protection were not granted, there was reason to believe that many other similar applications would be made. He contended, that the husband of the applicant had committed a voluntary act in marrying another woman, by which he was taken away from his wife, and that this was desertion within the meaning of the Act. The Mayor, however, held, that although the husband had deserted the applicant for five years, he had, by returning to her again, and by being received by her into her house, freed himself from the charge of the permanent desertion by the Act. He further held, that the husband's being in custody of the law on a criminal charge, of which he had not yet been proved to be guilty, was not desertion. If, however, Bond was convicted, then his wife could obtain protection under the Act. The order was therefore refused; but the Mayor expressed his regret at being obliged to withhold protection, as the case was one of a gross and painful nature.

SURREY GARDENS COMPANY.

An extraordinary general meeting of the shareholders of this company was held on the 19th ult., in the Music-hall of the Royal Surrey Gardens, for the purpose of "taking into consideration the propriety of winding up the company voluntarily under the Joint Stock Companies Act, 1856." Mr. Holmes in the chair.

The Chairman said, that since their last meeting a canvass had been entered into of a large body of the shareholders, and he was sorry to say that the result had not been that which had been anticipated; namely, that they would feel inclined to resuscitate the Gardens by subscribing to preference shares of 2*l.* 10*s.*, each of which would give 5*s.* in the pound down, and debenture shares of 5*s.* more to those who had a priority of claim on the assets of the Gardens, the same bearing interest at 8 per cent. until the claims of the creditors were discharged. There was no reason to believe that a voluntary winding up would lead to a more speedy or less expensive settlement of the company's affairs, and it would be open at any moment for a factious creditor to undo what might be done, and throw the business into the court after all.

Mr. Jones (the company's solicitor) said, there were several objections to a voluntary winding up of the company. He thought that under the Winding-up Act a company that was insolvent could not be wound up voluntarily. With £15,000 mortgage and £10,000 debts, it was not to be expected that the company could be wound up so as to pay 20*s.* in the pound, and give the shareholders a penny in return for the money they had advanced. After some further discussion, it was resolved not to interfere with the petition now before the Court.

BANKRUPTCY REFORM.

We extract from a letter which appeared on this subject in the *Times* of the 30th ult., the following complaint of the working of the present system:—

"The greater part of North Wales lies within the Liverpool district, and whenever we are compelled to resort to the Court of Bankruptcy (which, for obvious reasons, is but seldom), we are necessitated to travel some sixty or eighty miles to attend the court; and the expense, loss of time, inconvenience, and injustice which are involved in all this can be well understood. When these districts were formed, we had no local courts to resort to, but the County Courts are now an established fact, with judge, officials, and the necessary appliances attached, and might and ought to be made available in preference to the existing 'obnoxious' court.

"Figures are stubborn things, and the following, extracted from an audit account of an ordinary estate passed at Liverpool last week, will show whether in small estates the Court of Bankruptcy is adapted to serve the interests of the creditors:—

"The gross proceeds of the sale of the bankrupt's furniture and crops were only 253*l.* 4*s.* 9*d.*

"The payments made by the official assignee are:—

	£	s.	d.
Messenger's bill (to choice of assignee only)	33	16	10
Solicitor's ditto ditto	39	12	0
Official assignee's poundage, &c.	17	12	9
Chief registrar's poundage	12	13	3
Appraiser's poundage	6	0	4
Auctioneer's poundage	16	0	4
	£125	15	6

SPEECHES OF COUNSEL.

In a case tried in the Queen's Bench on the 22nd ult. Mr. Justice Erle, in summing up, expressed his belief that the speeches of the two powerful advocates who had been heard in this case, would have had quite as much effect if they had been a little more compressed. He could not say that anything which had fallen from them was irrelevant, but, for the sake of other people who were waiting, and, with every respect for them and the immense powers with which they were gifted, he thought their observations might have been curtailed.

Mr. Serjeant *Ballantine*, in reference to the learned judge having remarked on the length of his speech, said he thought it was very short.

The learned Judge said, perhaps he ought not to have coupled Serjeant Ballantine with Serjeant Parry. A learned judge once said to him, "If you had stopped at the end of the first hour, Mr. Erle, I should have thought it a remarkably good speech."

Mr. Serjeant *Parry* said he could not account for having laid himself open to his Lordship's remark.

At the last sitting of the Nottingham Bankruptcy Court, an application was made for the discharge from the town gaol of Samuel Holland Briggs, a lace manufacturer of that town, recently made bankrupt, and in custody for the sum of £283, at the suit of the London Joint-stock Bank. In the course of his examination, he stated that he had accepted bills for Macdonald, of Scotland, for one per cent. Mr. Halford, of London, he said, was accepting bills for tens and twenties of thousands of pounds, and he got him (the bankrupt) to accept his paper for a less commission. The bill for which he was arrested, he added, was for £283, for accepting which he was to receive 52*s.* or 53*s.*, but the commission had not all been paid.

On the 3rd instant, the Right Hon. Sir Cresswell Cresswell, Knight, was sworn of the Privy Council.

On the same day, the Queen conferred the honour of Knighthood upon William Hodges, Esq., Chief Justice of the Cape of Good Hope.

George Marton, Esq., Sheriff of Lancashire, has appointed William Robinson, Esq., of Lancaster, his under-sheriff, and Messrs. Bickerstaff & Myres, of Preston, acting under-sheriffs. The town agents are Makinson, Sanders, & Carpenter, of 3, Elm-court, Temple.

Mr. Justice Coleridge, who had been absent from his judicial functions for several days, in consequence of severe indisposition, resumed his seat on the bench on Saturday, the 30th ult.

The French Tribunals.

The following very singular case was submitted to the Imperial Court of Paris, on the 30th ult. It was an appeal from a decision of the Civil Tribunal under the following circumstances:—

An old woman, named Domingo, who at one time of her life had been a cook, but who for many years was accustomed to go about the streets to seek for odd objects in heaps of refuse, died in November, 1854, in her lodgings, in the Rue St. Charles, at Vaugirard. Her sister, a widow, named Giraud, and the latter's daughter, a Mme. Mousset, immediately hurried to the house, and began examining heaps of rags, skins, and filth of all kinds, with which the rooms of the deceased were filled. They soon found several bags filled with silver coin, to the amount of 26,000 francs. Some time after Mme. Giraud was told that her daughter's son, Désiré Mousset, had, after her departure from the house, made a new examination of the heaps of rubbish, and found a sum of about 100,000 francs, which he had taken to his mother, and which they had appropriated. Mme. Giraud at first would not believe that her daughter was capable of deceiving her; but so many circumstances were adduced in support of the statement that she was obliged to believe it. She, in consequence, obtained an authorisation to examine her daughter's house, but the search led to nothing. She shortly after died. Her heirs were her daughter and the latter's four children—two daughters, married to men named Jourd'heuil and Renaudin, and two sons, Alexander and Désiré; but the two daughters and their husbands and the son Alexander were surprised to find that the property left by her was much less than was to have been expected, and they strongly suspected Mme. Mousset of having clandestinely taken possession of a portion of the money and securities. On examining the will of the deceased, it appeared that she was so convinced that her daughter had appropriated money left by Mme. Domingo, that she expressly directed that she (the daughter) should only receive that portion of her property to which she had a legal right, and that all the rest should go to the two girls and the son Alexander. The suspicion that Mme. Mousset had appropriated money of her aunt, if not of her mother also, was subsequently confirmed by her having, though for the greater part of her life very poor, been seen in possession of a treasury bill of 20,000 francs, and of several bank-notes, and by her having purchased some ground and built houses on it. An investigation was instituted, and a man, named Michelle, came forward, and made a statement to the following effect:—that he was a waiter in a public-house at Vaugirard, and when Mme. Domingo died he was employed to clean out her apartment. He was present when the 26,000 francs were found, and he helped Mme. Giraud and Mme. Mousset to put them into a cab, which drove to their residence in the Rue Ménilmontant. Shortly after, Désiré Mousset said to him that there was probably more money in the rubbish, and proposed that they should examine it together; at the same time offering, in the event of more being found, to give him a portion of it, provided he would not tell. They searched the rubbish, and found behind an old trunk, beneath the bed, and in large earthen pots, covered over with cinders, not fewer than thirty-five bags filled with money. Some of the bags they placed in a cab, and the vehicle drove to Mme. Mousset's residence, where she received them. The next day they carried off the remainder of the bags in a cab, and also delivered them to her. As well as he could judge, some of the bags contained about 1,000 francs; others were so heavy that he could only just manage to carry them. On the strength of this statement, which was partly confirmed by the cab-drivers, the two daughters and the son Alexander brought an action before the Civil Tribunal against their mother, to recover from her 100,000 francs, which they estimated to be the amount she had improperly appropriated. But she made her son Désiré give Michelle a tremendous beating, and partly by the terror created thereby on that man's mind, partly by promise of reward, he retracted his first declaration. The tribunal, in consequence, dismissed the action. The promises, however, not being fulfilled, he some months after went before a commissary of police, and solemnly deposed that his original declaration was true. Accordingly, the two daughters and son appealed to the Imperial Court, and the Court, after hearing all the facts, came to the conclusion that Mme. Mousset had improperly appropriated money belonging to Mme. Domingo; but as it could not ascertain the precise amount, it fixed 30,000 fr. as a reasonable sum for her to pay to the appellants.

A silversmith, named Casses, was in April last condemned by the Tribunal of Correctional Police to a month's imprisonment, fifty francs fine, and 1,200 francs damages, for having sold to a M. Reiffenger some plated articles which contained a less quantity of silver than he had represented. A report of the case was given at considerable length in the *Droit*, and was accompanied by reflections not complimentary to Casses. To Casses' great astonishment, this article was copied without any condensation into the *Constitutionnel*, the *Siècle*, the *Estafette*, and into newspapers of Marseilles, Rouen, Havre, Boulogne, and a great number of other towns. As the case was not of sufficient public interest to warrant such extensive reproduction, M. Casses made inquiries as to who could have caused it, and discovered that it was M. Christofle, an extensive dealer in plated articles, who had done so at considerable expense to himself. M. Casses thereupon laid a complaint against that gentleman before the Tribunal of Correctional Police, and the tribunal decided, that though a person condemned for an offence must submit to a certain degree of publicity, yet that a rival in trade, or any other private person, has no right to take on himself to increase that publicity so as to injure him. It, therefore, condemned Christofle to pay Casses two hundred francs damages; it also ordered him to pay a M. Taillet four hundred francs for having indicated in the article that it was at his shop that the objects plated by Casses had been sold.

Recent Decisions in Chancery.

Trustee and Cestui que Trust—Purchase by Assignee in Bankruptcy or Creditor's Dividends.

Pooley v. *Quilter*, 6 W. R. 216.

Lord *St. Leonards*, in his *Vendors and Purchasers* (3rd vol 10th ed. 225), places assignees in bankruptcy among the class of persons who are incapable of purchasing (except under certain restrictions) property about which they have been employed or concerned, and have, therefore, had an opportunity beyond others of acquainting themselves with its value. The general rule extends to all persons occupying a fiduciary relation as to the property which constitutes the subject matter of the trust; and the reason of the rule is, not so much because of the superior means of knowledge which they are assumed to possess, as of the temptation which their position affords to conceal from the world information as to the value of what they may themselves desire to purchase. The rule, however, appears to have been stated by Lord *St. Leonards* somewhat too broadly; because it can hardly be said to have ever been the doctrine of the Court that a purchase by a trustee from a cestui que trust *sui juris* was, *ipso facto*, bad; though such transactions have, no doubt, been always regarded with the utmost jealousy; and it requires but the slightest tincture of unfairness, undue influence, or imposition in the transaction, to induce the Court to set it aside; while there is as little question that, where the cestuis que trust are not *sui*

juris, *e.g.*, where they are infants or *femmes covert*, no matter how fair and reasonable the dealing may have been, any sale by a trustee to himself will be avoided. Indeed, it appears sufficiently clear that no trustee can in any case purchase from himself; but where the cestui que trust is *sui juris*, and discharges the trustee from the trust, even though for the purpose of a sale, the transaction would not be void, though it would certainly be regarded by the Court with considerable suspicion. In *Pooley* v. *Quilter*, *Kindersley*, V. C., was of opinion that a purchase by a creditor's assignee under a bankruptcy of the dividends payable to one of the creditors who had proved, would not be invalid, as between the assignee and that creditor, the latter being *sui juris*, and it not appearing that there was any undue influence or any concealment on the part of the assignee. In this case, however, there had been no direct dealing between the creditor and the assignee; and, in fact, it was sworn that the creditor was not aware that the assignee was interested in the purchase, which was ostensibly made by a person who had been the solicitor of the bankrupt before the bankruptcy; but the evidence being insufficient to show whether there was anything in the transaction to disclose this fact, his Honour directed an issue to try the question, being clearly of opinion that if the plaintiff sold in ignorance of the interest of the assignee in the purchase, the plaintiff was entitled to have the sale declared void to the extent of the assignee's interest. "There were no extrinsic circumstances of undue influence or exercise of the power of the assignee, or inadequacy of price," said his Honour, "to induce the Court to say that the transaction ought not to stand. Therefore, if there had been a direct assignment from the plaintiff to the creditor's assignee, much as he disapproved of such a transaction on the part of an assignee, he would be under the necessity of saying that the plaintiff at least was not the person who had a right to impeach it, being adult and *sui juris*, and there being no extrinsic circumstances." In some of the older cases—even where the distinction between purchases by a trustee from himself and from his cestui que trust is recognised—as to assignees in bankruptcy, the rule is laid down peremptorily that they cannot buy dividends for their own benefit, upon the ground, as Lord *Eldon* puts it, in *Ex parte Lacey* (6 Ves. 620), that they are trustees, to sell for the benefit both of the creditors and the bankrupt. "Consider," said his lordship, "the prodigious power of assignees, connected with solicitors, over the creditors and the bankrupt. Unless the policy of the law makes it impossible for them to do anything for their own benefit, it is impossible to see in what cases the transaction is morally right. But it is enough to say, the assignee was a trustee, for the benefit of those entitled to the interest in the residue." In *Ex parte Bennett* (10 Ves. 382), and in *Ex parte James* (8 Ves. 337), the same learned judge held that the solicitor to a commission of bankruptcy could not purchase under it, either for himself or another. The present case appears to be the first explicit authority that an assignee may purchase the dividends of a creditor under a bankruptcy. And though the vendor may be assumed to know of the superior means of knowledge which the assignee is likely to possess, where he is aware that the assignee is really the purchaser, and, therefore, this ground of the general rule, concerning sales by trustees, may not apply—the other ground remains, viz., that such a transaction may be considered in the light of a sale by a trustee to himself, and also, that, in a certain sense, he is a trustee for the bankrupt, as well as for the creditors, and that, by such a transaction he places himself in a position where his duty and his interest are not unlikely to conflict.

SPECIFIC PERFORMANCE — UNILATERAL AGREEMENT NOT ENFORCED; NOR ONE BY MARRIED WOMAN NOT IN RESPECT OF RIGHTS AS TO WHICH SHE MIGHT BE REGARDED AS FEMME SOLE.

Sturge v. *Midland Railway Company*, 6 W. R. 233; *Vansittart* v. *Vansittart*, Id. 238.

Equity may be said to follow the law as to the stringency with which it demands mutuality of benefit in executory contracts. Both jurisdictions alike require that each party be bound to confer a benefit on the other, otherwise, at law, there is no valid agreement; nor will equity decree specific performance in such a case, unless the party seeking relief, either at the time when the agreement was entered into or subsequently, had bound himself to perform his part of the agreement, and so afforded to the other side mutuality of remedy. The cases under the Statute of Frauds, where the Court grants specific performance of a contract signed by the defendant only, are distinguishable upon the ground that the statute only requires the agreement to be signed by the party charged. But even in such cases it was long doubted whether the Court could give any relief, there being no mutuality of benefit or remedy. The difficulty, however, was supposed to be got over by considering the filing of a bill to constitute a legal obligation on the part of the plaintiff to perform the contract on his side; and inasmuch as courts of equity, when they decree specific performance, invariably decree that the contract shall be performed on both sides and entirely, there is, perhaps, little injustice in this departure from the strict rule. Indeed, the class of cases coming under the provisions of the Statute of Frauds, can hardly be regarded as constituting an exception. But whether they may be so regarded or not, there can be no question that the Court never decrees specific performance where, either from the nature of the subject matter of the agreement, or from the incompetency of one of the contracting parties, mutuality of remedy is impossible. Thus, for instance, in *Flight* v. *Bolland* (4 Russ. 298), Sir *John Leach* refused to allow a bill for specific performance filed by an infant, because it is clear that such relief could not be obtained against an infant. In *Sturge* v. *Midland Railway Company*, the plaintiff signed an agreement whereby, in consideration of his receiving from the defendants' company yearly a free pass over their line, he promised, as long as the scale of charges of the defendants and of a canal company bore the same proportions to each other which they did at the time of the agreement, to have his goods carried by the defendants *in preference* to the canal company. At the request of the secretary of the defendants' company, the plaintiff subsequently submitted, by way of favour, to the chairman of the company, to pay a nominal consideration for the pass; but apart from waiver or any other conclusion against the plaintiff on this point, *Stuart*, V. C., was of opinion, on a bill for specific performance of the agreement, that the plaintiff was disentitled to the relief asked, upon the ground of uncertainty in the subject matter of the agreement; and, also, because it was unilateral, and, therefore, did not afford any remedy to the defendants. His Honour considered that the Court could not give any legal effect as against the plaintiff to the words "in preference," applied to the carriage by the defendants of the plaintiff's goods; and this was the main ground of his decision, although, in other respects, the agreement appeared to be one of which the Court would refuse to decree specific performance.

Vansittart v. *Vansittart* was a bill by a wife against her husband, for specific performance of an agreement, and *Wood*, V. C., allowed a demurrer, upon the ground that the agreement contained certain provisions as to the custody and education of the children, which could not be enforced against the wife, and which were, also, against public policy. The agreement was for a separation, in consideration of the abandonment by the wife of proceedings for a divorce, a trustee being named in the agreement on the part of the wife, but not made a party. It was urged, in support of the demurrer, that there being no trustee for the wife, the husband and wife were incapable of contracting; and, at all events, that there was no mutuality of remedy to the husband. Upon this point, however, the Vice-Chancellor considered that the well-established exception to the rule of the incapacity of husband and wife to contract with one another, viz., that the wife might do so in respect of her separate estate, applied in every case where the wife might be considered as having an interest, or occupying a position, similar to that of a *femme sole*; and his Honour was of opinion that an agreement for the compromise of the wife's suit for a divorce was quite such a case. Being at arm's length with her husband, she ought to be capable of abandoning her suit, contracting with him for provisions to be made or acts done as a consideration for such abandonment. The Vice-Chancellor, however, allowed the demurrer, upon the ground that the contract contained provisions not strictly relating to the interests of the wife, in which she might be regarded as a *femme sole*; and in doing so, he enunciated, in very intelligible language, the rule which governs such cases—viz., the power of the wife to contract must be limited to those interests as to which she may be regarded as a *femme sole*.

PRACTICE—TRUSTEE RELIEF ACT—STOP ORDER—NOTICE.

In re Miller's Trusts, 6 W. R. 238.

In this case, the assignee of a reversionary interest in a trust fund gave notice of his assignment to the trustee, who afterwards paid the fund into court, under the Trustee Relief Act. In the usual affidavit made by the trustee, on paying the fund into court, the notice of the assignment was set out *in extenso*; yet, upon a petition by the assignee for a stop order, *Kindersley*, V. C., considered that such a course was not only justifiable, but absolutely necessary for the safety of the assignee. In *Elder* v. *Maclean* (5 W. R. 448), his Honour pointed out the

twofold objects of a stop order—viz., that it not only informed the Court of the charge, but it was also intended to inform persons desiring to deal in respect of funds in court. It is obvious that the latter object could not have been attained by the mention, in the trustee's affidavit, of the notice to him that an assignment had been made, or in any other manner than by obtaining a stop order. The difference between notice to the trustee of a fund and to the Court as the holder of a fund should never be lost sight of by equitable mortgagees. In the former case, subsequent incumbrancers can apply personally to the trustee, to know whether they are safe, and generally to ascertain the position of the fund as to prior charges; but in the latter, the only mode in which a stranger can obtain information from the Court is by means of its records; and, therefore, in every case where the Court holds a fund, any person proposing to deal upon the security of the fund is entitled to obtain from the records such information as a trustee would be bound to give him.

Cases at Common Law specially Interesting to Attorneys.

Practice—Whom to sue—Principal and Agent.

Risbourg v. *Brouckner*, 6 W. R., C. P., 215.
Remfry v. *Butler*, *id.* Q. B., 230.

There is, perhaps, no part of an attorney's duty more anxious, or in which a false step produces so much evil, as the choice of the proper party to sue or be sued; except, indeed, the still more important question, whether it is advisable to commence or to defend proceedings at all. The clauses in the Common Law Procedure Act, 1852, which allow, in certain cases, the non-joinder or mis-joinder of parties to be remedied, either before or at the trial, upon equitable terms, without the necessity which before that statute often existed of commencing the action afresh, have, indeed, tended to diminish the danger arising from carelessness or insufficient instructions; but where any doubt as to the *law* applicable to the case exists, the practitioner cannot be too cautious in his advice upon both of the points above referred to. The two cases under discussion are useful examples of the consequences which may otherwise follow. The facts of the first may be thus shortly stated. The plaintiff, R., was a French merchant, and the defendants, B. & Co., were his London agents. B. & Co. were employed by R. to buy a certain cargo of wheat from C. & Co., of London. Accordingly, B. & Co. bought the cargo from C. & Co., as for a foreign principal, but without disclosing his name. The sale note was in terms to B. & Co., not describing them as agents, and the cargo was paid for by B. & Co., who at the same time deducted from the price a commission to themselves from C. & Co., and drew a bill at two months on the plaintiff for the price of the cargo, which was honoured at maturity. It afterwards appeared that, at the time of the sale, the cargo in question had been fraudulently disposed of by the captain of the ship in which it lay, and was not forthcoming. Under these circumstances the plaintiff had to consider how and from whom he was to recover the sum paid by him on the bill drawn by his agents for the price of the cargo. That he was entitled to recover it from some one, by reason of the complete failure of consideration, appeared sufficiently from *Pennell* v. *Alexander* (3 E. & B. 283); but the question whether he should proceed against C. & Co. or against B. & Co. was more doubtful. In the first place he resorted to C. & Co., but afterwards brought the present action against B. & Co., treating them as the sellers of the corn. This he did chiefly (as it would appear) relying on a rule which is to be found in the books of practice, that by the usage of trade, when the principal is a foreign merchant residing abroad, the credit is presumed to be given to the English broker, and he seems to have assumed that if, under the circumstances of the case, he was not liable, as purchaser, to C. & Co. as the sellers, the character of the relation between him and B. & Co. would cease to be that of principal and agent, and become that of purchaser and vendor instead; in other words, that the cargo would be held to have been sold by B. & Co., and not by C. & Co.; and, therefore, that the former were the proper parties to be sued by him on the failure of the consideration. The doctrine above alluded to, however, though until a year or two ago considered as law, was (after considerable discussion, and a review of all the American authorities on which it was said to be founded), distinctly denied by the Court of Common Pleas in the recent case of *Green* v. *Kopke* (18 C. B. 549); and it was there said, that in such cases the position of the agent—i.e., whether he or his principal is the party to whom the credit is given, and, consequently, the party to be sued by the seller for the price—is a question of *fact*, and not a conclusion of *law*. In the case under discussion, the Court held that, under the circumstances, the remedy of the plaintiff was against C. & Co., and not the agent, on the broad ground that where an agent, with authority to contract, makes a contract in his own name for an undisclosed principal, such contract is one which the principal may come forward and enforce; and that no evidence had been given to justify the conclusion that the credit had been given, in point of fact, to the agent, and not to the unnamed principal. It follows from this judgment of the Court, that the plaintiff was right in his original proceedings (it does not appear whether an action was actually commenced) against C. & Co; and, further, it would seem that those proceedings would not have been dropped had the effect of the recent case of *Green* v. *Kopke* been considered, a circumstance which is very suggestive of the caution to be used in cases of this description before issuing a writ.

The case of *Remfry* v. *Butler* is another instance of a plaintiff who, having suffered a loss, commenced proceedings against one not liable to reimburse him. Here the plaintiff bought, in the usual way, through his broker from the brokers of the defendant, certain Royal British Bank shares. The defendant tendered the transfer for the acceptance of the plaintiff's brokers on the same day that the bank stopped payment, and a day or two after the sale day agreed on by the respective brokers at the time the contract was made on the Stock Exchange, though not at a time later than was justified by the usage of trade prevailing in stock transactions. The plaintiff's brokers accordingly paid the money for the shares, in obedience to the decision of the Committee of the Stock Exchange, but contrary to the directions of the plaintiff. The plaintiff, being threatened by his brokers with legal proceedings, to recover the money so paid by them to his use, reimbursed them; and he now sued the defendant as for money paid on a contract, the consideration of which (viz., a valid transfer of the shares sold) had failed. The circumstance chiefly relied upon in support of this action was, that, by the terms of the bank's deed of settlement, certain formalities were required to be observed in transferring shares, which had been neglected by the brokers of the respective parties on the present occasion; and, particularly, the obtaining the consent of the directors to the transfer, which latter step had been held by Vice-Chancellor *Kindersley*, in *Ex parte Walton re Royal British Bank* (26 L. J., Exch., Ch., 545), to be a condition precedent to the liability of a transferee of shares as a contributory. The Court, however, held, in the case under discussion, that this decision did not show that the plaintiff had a right to recover from the defendant money which had been paid to him with a full knowledge, on the part of the plaintiff, of all the circumstances; and they remarked that, so far from the plaintiff's being (on his part) ready and willing to fulfil his contract, he never even asked that the transfer should be completed, knowing full well that it would be *damnosa hæreditas*. In this instance, the mistake committed seems to have been in commencing any proceedings at all. As an honest man, the plaintiff was bound to reimburse his agent, who committed no fault, and only bought, according to his instructions, property which, at the time, was genuine, and worth its price. The plaintiff, in truth, suffered a *damnum absque injuriâ* (so far as the defendant was concerned); for there was no reason to suppose that the vendor of the shares contracted to sell, being aware of their worthless character, or even that he had any means of ascertaining that character which were not equally accessible to the purchaser. Hence the ordinary maxim of *caveat emptor* comes into play. It was the case of a man buying in the market, through his agent, without a warranty, an article in which there was a defect unknown to the seller; and in such a case, the loss falls, as is well known, on the purchaser alone.

Mercantile Amendment Act, 1856—Effect of Payment by one of two or more Joint Debtors on the Statutes of Limitation.

Jackson v. *Woolley*, 6 W. R., Q. B., 223.

It may be remembered that a few weeks ago we noticed certain cases, in which there arose for discussion the question how far the Mercantile Amendment Act, 1856 (19 & 20 Vict. c. 97), had a retrospective operation. In one of these (*Comill* v. *Hudson**) it was held, that the intention of the Legislature was, that the Act should operate as to past as well as future transactions; so that, inasmuch as it was provided by the 10th section that a person entitled to bring any action with respect

* Sup., p. 49. See, also, *Violet* v *Simpson*, sup., p. 27.

to which a period of limitation is fixed by any of the Acts there mentioned, shall not be entitled to any further period by reason of his being imprisoned when the cause of action accrued,—such enactment operates so as to prevent any action being brought, beyond such period, at any time after the date of the commencement of the Act; notwithstanding the cause thereof may have accrued before that date. This decision was arrived at, after referring to a case determined by *Kindersley*, V. C., upon the 14th section of the same statute, in which it is provided that (notwithstanding the terms of the several Statutes of Limitation), the part payment of principal or interest by one or more of several co-contractors, or co-debtors, shall not for the future deprive the other co-contractors, or co-debtors, of the benefit of the limitation so far as themselves are concerned. This section was held by the Vice-Chancellor to have a retrospective effect; but his opinion as to this was not a necessary ingredient in the conclusion to which he came on the case before him which was as to the effect of payment of interest made by a surviving partner, who was also executor of the deceased co-debtor. As to this, he held, in accordance with the case of *Atkins* v. *Tredgold* (2 B. & C. 23), that though the payment of interest by one of several joint-debtors did before the statute prevent the rest from relying on the Statute of Limitations, the same consequences did not follow, as against the rest, from such payment by the personal representative of one of the debtors originally jointly liable; nor, as against the personal representative of one joint-debtor, from such payment by the rest. In the case under discussion, both these decisions were referred to and approved; but the case was decided chiefly upon another ground. The action was brought against the co-maker of a promissory note as surety; and the payment of the interest and part of the principal by the principal debtor within the six years was relied upon to prevent the surety from having the benefit of the Statute of Limitations. It was admitted, that the surety was aware of and consented to such payments; but it was held by the Court that (independently of the retrospective effect of the Mercantile Amendment Act, 1856) such passive consent was not enough to prevent the operation of the Statute of Limitations in favour of the surety. The surety, it should be observed, was a *femme sole*, who afterwards married; and no evidence was given of the knowledge of her husband even of the existence of the debt, still less of the payments made by the principal debtor. It is apprehended that this circumstance weighed with the Court; for otherwise it is difficult to reconcile this expression of their opinion with the class of cases of which *Goddard* v. *Ingram* (3 Q. B. 839) is a good example; which show that (previously to the new rule) payment by one joint debtor kept alive the action against the rest, even when such payment was made under circumstances of fraud against the co-debtors, as in expectation of immediate bankruptcy on the part of the paying debtor. But the true reason of that doctrine was, that payment by one bound the co-debtors, because each debtor must be considered the agent of the rest (see per Lord *Mansfield*, *Whitcomb* v. *Whiting*, 2 Doug. 652); and in the case under discussion the principal debtor could not be considered agent of the surety; for a married woman, though she may be an agent, has no power to appoint one.

REFUSAL TO OBEY ORDER OF MAINTENANCE—PROPER REMEDY.

Ex parte Overseers of the parish of Downton, 6 W. R., Q.B., 224.

This case may be noticed as an example of the determination of the judges to restrain the writ of mandamus within narrow limits, notwithstanding the provisions of the Common Law Procedure Act, 1854, by which its operation was sought to be extended. The application was for a rule to show cause why a mandamus should not issue to an overseer, who refused to obey the order of two justices commanding him to receive a certain pauper. It was admitted that no precedent could be found for a mandamus in such a case, and the Court refused the rule, observing that the remedy was clearly by indictment.

It may be regretted, that in a case like that under discussion, the Court should have felt themselves obliged to direct a proceeding, the only effect of which would be to punish the party complained of, instead of one which, at all events, would have shifted the burden of maintaining the pauper upon the right shoulders. It will be very poor satisfaction to the parish of *Downton* that the parochial authorities of *Plateford* should be visited with fine or imprisonment. It is, moreover, noticeable that it is no objection to granting a mandamus, that the party against whom the complaint is made may be proceeded against by indictment. This was so decided in *R.* v. *The Severn and Wye Railway Company* (2 B. & Ald. 646), in which *Abbott*, C. J., remarked, "If an indictment had been a remedy equally convenient, beneficial, and effectual as a mandamus, I should have been of opinion that we ought not to grant the mandamus; but I think it perfectly clear that an indictment is not such a remedy, for a corporation cannot be compelled by indictment to reinstate the road. The Court may, indeed, in case of conviction, impose a fine, and that fine may be levied by distress, but the corporation may submit to the payment of the fine, and refuse to reinstate the road; and at all events, a considerable delay may take place. The remedy, therefore, is not so effectual as a mandamus." It does not appear by the report of the case under discussion, that these observations of Lord *Tenterden* were brought under the notice of the Court.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 19th January ult.

A letter was read from Mr. Ridley, hon. sec. to the Liverpool Law Society, inclosing resolutions passed at a special meeting of the committee of that society, on Monday, the 21st December, 1857, in reference to the resolutions adopted by the Hull meeting of the 3rd December. These resolutions appeared in the *Solicitors' Journal* of the 26th December last.

A letter was read from Mr. Eddison, hon. sec. to the Leeds Law Society, inclosing resolutions passed at a special meeting of the committee of that society, on the 7th January, 1858, in reference to the Hull resolutions. These resolutions appeared in the *Solicitors' Journal* of the 9th January last.

The Secretary read a Report of the deputation which attended the conference with the Incorporated Law Society, upon the subject of professional education, and announced that a copy had been sent to the *Solicitors' Journal* and *Law Times*, and inserted in each of those papers.

A resolution was passed, expressing the satisfaction of the committee at the steps recently taken by the University of Oxford, to provide examinations for gentlemen not members of the university; and the secretary was instructed to forward the same to T. D. Acland, Esq., M.A., late Fellow of All Souls' College, Oxford, on behalf of the university.

Replies to Circular XIII., on "Registration of Title," were reported as having been received from Mr. Beamont, of Warrington, Mr. Tinley, of Tynemouth, and Mr. Ford, of South-square, Gray's-inn, in favour of the scheme proposed by the commissioners.

And in opposition to registration of title from Mr. Ollard, Upwell; Mr. Wilkinson, Kendal; Mr. Holmes, Oxford; Mr. Avison, Liverpool; Mr. Taylor, St. Helen's; Mr. Hudson, Bucklersbury; Mr. Ingleby, Birmingham; Mr. Southall, Worcester; Mr. Waters, Winchester; Mr. Hyde, Worcester; Mr. Kelsey, Salisbury; Mr. Lewis, Wrexham; Mr. Hulbert, Devizes; Mr. Skipper, Norwich; Mr. Jackson, Hull; Mr. Russell, Leamington.

The following was the substance of the suggested grounds of opposition:—

1. Because but a small section of the profession and the public desire change.

2. Because the evils of the present system are greatly exaggerated.

3. Because the disposition of land is not rendered materially insecure from the want of registry, dealings in land being effected through solicitors, who consequently become cognizant of all dealings affecting title.

4. Because the cost of conveyances, especially in the country, is exaggerated, and because the scheme would increase the cost by adding the expense of searches and of official fees.

5. Because a further simplification of conveyancing forms would remove many of the evils registration proposes to remedy.

6. Because registration would involve public exposure of private dealings, to which landowners would object.

7. Because under the scheme the chief business of country solicitors would centre in London.

The following gentlemen have joined the Committee of Management:—Mr. E. Ball, Pershore; Mr. H. New, Evesham; Mr. E. J. Hayes, Wolverhampton; Mr. J. M. Whitehouse, Wolverhampton; Mr. J. Broughall, Shrewsbury; and Mr. H. Sanders, Kidderminster.

GENERAL MEETING OF THE LAW STUDENTS' MUTUAL CORRESPONDING SOCIETY.

The general meeting and dinner of this society took place at Anderton's Hotel, Fleet-street, on Thursday, the 21st ult., Mr. GILMAN, of Norwich (the hon. secretary of the society), in the chair; Mr. WALKER, of Burslem, in the vice-chair. After the removal of the cloth, and the usual loyal toasts, the CHAIRMAN called upon Mr. Pankhurst, of Manchester, to read his essay upon "The Educational Requirements in relation to the Study of the Law," which was listened to throughout with the greatest interest and attention. Mr. Pankhurst divided his subject under the following heads: viz.—Preliminary studies in relation to that of the law: 1st. Language; 2nd. Logic; 3rd. Rhetoric; 4th. Mental philosophy—Suggestions in regard to the preliminary examination—Political philosophy—Social science—the Amendment of the law—and, lastly, our Prospects.

A vote of thanks was moved to Mr. Pankhurst by Mr. ELLIS, of London, and duly seconded, for the masterly way in which he had treated the subject.

The CHAIRMAN then called upon Mr. Owen, of Huddersfield, to bring forward his resolution, which was in the following words:—"That the most effectual plan to prevent ignorant and dishonourable persons from entering the profession to which we aspire, is for the articled clerks of the present day to raise the standard of moral excellence, intellectual attainments, and legal proficiency, by their own diligence, perseverance, and upright conduct." Mr. OWEN urged upon the meeting the want of education among the profession at the present day, which he considered was the cause of the number of disreputable persons now practising as attorneys and solicitors, and the only way in his opinion to keep such persons out of the ranks of the profession was embodied in the words of his resolution. He concluded by drawing a forcible picture of the low standard of education *necessary* at the present day.

The resolution was briefly seconded by Mr. JACOBS, of Hull.

Mr. ELLIS said, he regretted he was under the necessity of opposing this resolution, so purely theoretical, and quite incapable of being carried out. Moreover, as it would clash with a plan which he had to submit to the meeting, and which he believed was generally approved, he could not permit this resolution to pass unnoticed. The resolution said, the *most effectual* plan to keep unfit persons out of the profession was for all articled clerks to become fit. This of course was a self-evident truism. But, unfortunately, articled clerks would not do so. He begged to move, as an amendment, that the words, "one of the most effectual plans," be substituted for "the most effectual plan." Thus it would not oppose the plan which he intended to submit as the only effectual one.

The amendment was seconded by Mr. PANKHURST. An animated discussion took place upon it. The Chairman then put the amendment, which was carried by a large majority.

Mr. ELLIS then rose to bring forward his resolution, which was in substance as follows:—

"That this meeting considers the only effectual plan to keep unfit persons out of the profession is an examination preliminary to articles, for the purpose of testing the education of the candidate; that this meeting further thinks that it would be a great boon to the profession and the country at large, if the heavy tax now imposed on the profession of a solicitor were abolished, and for it the proposed examination were substituted.

"That this meeting is of opinion that such examination should be preliminary to articles: First, because, were it not, it would, as to the clerks now under articles, cause the rejection of many of them who would never have entered into articles had they been aware of it, and would thus have avoided waste of time and money. Secondly, as to persons hereafter to be articled, it should also be preliminary to articles, to give them an opportunity of testing their fitness before they expend both time and money.

"That a copy of this resolution be sent to the secretary of the Incorporated Law Society, with a respectful request for its consideration."

This resolution spoke for itself, and required but few remarks. Mr. Owen had ably shown the want of education in articled clerks. Here was a means practicable and simple for insuring that requisite. Some years back there was not even a legal examination; money was the only requisite. The consequence was, that the profession was infested with unfit persons, and thus got a bad name. Look at the change now! This he attributed to two things: first, the progress of education; secondly, the legal examination. If this were so, we should endeavour to make use of these facts, and, by insuring a good education, still more improve the profession. After remarking upon the unfairness of the tax, the speaker then went on to say: "Let the tax be abolished, and the examination instituted, and we should see a change." As to its being preliminary, that was a delicate matter for articled clerks to say anything about. It might not matter to those present whether they had to undergo it or not, but they must remember there were many to whom it was of vast importance.

Mr. HALL seconded the resolution.

A discussion took place upon it by Messrs. Pankhurst, Owen, and others; after which it was put to the meeting and carried.

Mr. BARKER, of London, then rose to move the following resolution; viz.—

"That it is desirable and necessary for law students to gain a good knowledge of the principles of pleading, and for that purpose, in addition to the discussion of ordinary moot points, the members of this society be invited to send to the secretary such statements and copies, &c., as would be naturally laid before counsel as instructions for drawing declaration or pleas, and that such statements, &c., be circulated as at present among the various sections of the society; and that the member who first receives such paper shall draw the declaration or pleas, as the case may require; and that the other members amend same and advise thereon, making such remarks upon the practice and principles of pleading involved in the particular case under consideration as they shall think fit; such discussion papers to make two or more rounds of the section, and then to be transmitted to the secretary, and by him preserved as at present."

Mr. BARKER contended that a knowledge of pleading was requisite for every solicitor.

Mr. ELLIS seconded the resolution. He said he did not mean to advocate a nice knowledge of pleading, but a general acquaintance with its principles.

Mr. WALKER rose to oppose the resolution. He thought that it would be unnecessary for country law students, however useful it might be to the London law students.

Mr. JACOBS, of Hull, seconded the amendment. He considered the resolution impracticable. The resolution was carried by a large majority.

Mr. JACOBS then moved the following resolution:—

"That this meeting has read with much pleasure the recommendation addressed by the Metropolitan and Provincial Law Association to the Incorporated Law Society on the subject of education of solicitors at the interview of the 12th January last.

"That, the recommendation numbered 5 being such a one as can at once be carried out by the Incorporated Law Society, this meeting entertains a strong conviction of its value and importance, and would respectfully urge the early consideration of it upon the society, with a view to its speedy adoption.

"That the secretary be requested to forward a copy of the above resolution to the secretary of the Incorporated Law Society."

The resolution was seconded by Mr. BRADFORD, of London, and carried.

Mr. ELLIS now moved a vote of thanks to the chairman for his services during the night, and as secretary to the society, which was seconded by Mr. OWEN.

Mr. GILMAN returned thanks.

Mr. PANKHURST then moved a vote of thanks to Mr. Walker, the vice-chairman, for his untiring energy in getting up the general meeting, and his assistance as vice-chairman.

Mr. ELLIS seconded it. Carried unanimously.

Mr. WALKER returned thanks.

Mr. HALL moved a vote of thanks to the editors of the journal of the society, for the ability with which they conduct it.

Mr. ELLIS returned thanks for his co-editor, Mr. Norton (who, he regretted, was unable to attend), and himself.

Various other business was transacted; after which it was unanimously resolved that the election of officers of the society should take place at the annual meetings. The meeting shortly afterwards broke up

We may mention, that a more complete report will appear in the next number of the Journal of the society, which will be published in March, and can be obtained from Mr. C. C. Ellis, 57, Lincoln's-inn-fields, W.C.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual meeting of the members of this association took place on Wednesday, Jan. 27, at the Hen and Chickens Hotel. There was a numerous attendance; amongst those present being Professor F. Johnson, Messrs. Balden, Mathews, Harris, Chirm, Saunders, Marigold, Allanby, and Brown (solicitors and hono-

rary members), and Messrs. Harding, Warden, Potts, Horton (honorary secretary), Fox, Jelf, Milward, Canning, Taylor, and Phillips.

Mr. ARTHUR RYLAND commenced his address by congratulating the members upon the admirable manner in which the society had been conducted, and the success which had attended its operations, and quoted a letter addressed to the society in 1848 by Lord St. Leonards, then Sir Edward Sugden, in which he wrote, "I advise you all never to advance until you find that you thoroughly understand what you have already read. It will be useless to read unless you ponder over what you have read, and examine yourselves. Nothing but labour will make you masters of the law." The speaker then referred to the distinctions which had marked the society in the appointment of Mr. Johnson, one of its members, to the Professorship of Law at the Queen's College, and in the honours awarded to Mr. Edward Balden and Mr. Caleb Swindon, at the recent examinations preparatory to admission. He advised the society to trace these satisfactory results to their true causes, which he suggested were their practice of reading and discussing selected portions of the best text books, and the selecting the questions for debate in reference to their daily studies and daily office employments. Mr. Ryland then proceeded to point out the importance of such societies as this, first, in reference to their effect in preparing their members for admission examinations; then in promoting fair and honourable as well as skilful and enlightened practice; and, further, in improving and maintaining the status of attorneys and solicitors as a profession. In reference to the admission examinations, he considered them important, as tending to make their members students, instead of mere readers; and observed on the importance of laying hold of principles, "the best results of study," the "reward of a student's labour." The speaker mentioned that he had recently attended a conference between the Metropolitan and Provincial Law Society and the Incorporated Law Society, on the subject of examinations, and that the students might expect some change in the conduct of the examinations, one effect of which would be, to increase the value and importance of such societies as theirs. As to the influence on the character of practitioners, Mr. Ryland observed on the effect of early association in studies in producing mutual respect and regard, which would remain with them through life, and prove of great value in their future anxieties and toils of business, both to the practitioners and to the clients. In conclusion, Mr. Ryland observed that to every class in the body politic possessing peculiar powers for the public weal, there attached the imperative duty of exercising those powers as circumstances might require, and no class possessed more important powers than did that to which they belonged; whilst he would not encourage them to neglect the nearer duties to their families or their clients, he urged them not to be content with mere lawyer's work, but seriously to consider on the threshold of life, before their spirits were blighted by the love of gold, or dulled by the technicalities of professionalism, what were the principal duties attaching to them as attorneys, and, having recognised them, resolutely, habitually, and faithfully to do them. He warned them against the too common practice of excluding from their view all duties beyond the office which brought no fees and no thanks, and exhorted them early to learn the lesson which Scrooge's Ghost was sent to teach, that each should feel "the common welfare is my business," and so avoid that wretched ghost's miserable punishment of "seeking to interfere for good in human matters, when he had lost the power for ever." In their future career many would be the opportunities of bringing to the aid of excellent public institutions the knowledge and ability in public business, for which lawyers were generally distinguished, and many the occasions, both in the private circle and on the arena of public business, when a lawyer's knowledge and appreciation of the laws of evidence may protect character from unfounded aspersions; and their knowledge and experience may often be brought to bear in the amendment of the law; and, not unfrequently, may the principles of our little understood, yet glorious constitution, require a lawyer's knowledge for their maintenance against the insidious assaults which are often made by the proceedings of heedless or indolent Government officials, against the ignorant sneers of the thoughtless, or the unscrupulous doings of those who value the rewards of the worldly great, more than the approval of the patriot; and when they were thus called to bring their offerings to the public treasury, he hoped for their sake and for the sake of the country, they would be found with willing hearts and vigorous hands.

The SECRETARY then read the Report, which intimated that, notwithstanding the committee had to report a diminution in the number of ordinary members, they had no reason to speak otherwise than favourably of the present position and future prospects of the society. During the year Messrs. Edward Balden, L. P. Bowen, William Brown, E. M. Coleman, F. H. Neville, J. Marigold, and C. Swinden, members of the society, had been admitted as attorneys and solicitors. The usual fortnightly meetings had taken place without intermission, and several important legal questions had been discussed; the current examination questions, both for attorneys and the bar, had also been considered and discussed, as the committee thought, with advantage. The report then referred in terms of satisfaction to the present state of the society's library, which had met with increased and still increasing use, a fact from which the committee inferred that the advantages it afforded had been appreciated by the members.

Mr. MATHEWS, in moving the adoption of the Report, regretted that there had been a falling off in the number of articled pupils as members, particularly as the society was specially designed for this class. He, however, congratulated the society upon the year's success, and upon the honours obtained by Mr. Balden and Mr. Swinden.

A vote of thanks was passed to the committee, and the following gentlemen were appointed for the ensuing year:—Professor Johnson, Messrs. Balden, Marigold, Horton, Fereday, Milward, Hansell, Hodgson, and Phillips; and a hearty vote of thanks having been passed to Mr. Ryland for his able address and kindness in presiding, the meeting broke up.

JURIDICAL SOCIETY.

The next meeting will be held on Monday, the 8th instant, at eight o'clock, P.M., the Hon. Baron Bramwell in the chair, when Mr. J. Pym Yeatman will read a paper on "Some Evils attendant upon the State Interference with Landed Property, proposed in the Report of the Commissioners appointed to consider the subject of the Registration of Title."

The annual meeting, for the election of officers and other business, will take place on February 22.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

HILARY TERM, 1858.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners considered the following gentlemen as the candidates, under the age of 26, who deserved honorary distinction of the first class:—

MATTHEW FOLLIOTT BLAKISTON, of St. Leonards, Sussex, aged 22, who served his clerkship to Messrs. Poole & Sons, of Kenilworth, and Messrs. Rickards & Walker, of Lincoln's-inn-fields.

BARNARD PLATTS BROOMHEAD, of Sheffield, aged 23, who served his clerkship to Mr. Henry Broomhead the elder, of Sheffield, and Mr. Charles Fiddey, of Harcourt-buildings, Temple.

HENRY WRIGLEY, of Oldham, aged 23, who served his clerkship to Mr. Henry Radcliffe, of Oldham, and Mr. George James Murray, of Oldham.

FREDERICK HALL ROBARTS, of Stamford-hill, Middlesex, aged 22, who served his clerkship to Messrs. Cree, Law, and Comyn, of Bush-lane, City.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Blakiston, the prize of the Honourable Society of Clifford's-inn.

To Mr. Broomhead, one of the prizes of the Incorporated Law Society.

To Mr. Wrigley, one of the prizes of the Incorporated Law Society; and

To Mr. Robarts, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates passed examinations nearly equal to those who have been reported for prizes:—

HENRY LAWRENCE BAKER, of Abergavenny, aged 24, who served his clerkship to Mr. Thomas Baker, of Abergavenny, and Messrs. Fallows & Son, of Piccadilly, London.

THOMAS WILDMAN BARKER, of Kirkby Lonsdale, aged 24, who served his clerkship to Mr. Thomas Eastham, of Kirkby Lonsdale.

FREDERIC THOMAS HALL, of 6, Crescent, Camden-road, aged 22, who served his clerkship to Mr. Samuel Denton, of Gray's-inn-square.

RALPH HOWARD, of Stockport, aged 24, who served his clerkship to Messrs. Coppock & Oldham, of Stockport.

HENRY EDWARD MASON, of Louth, aged 22, who served his clerkship to Messrs. Allison, of Louth.

FREDERIC WILLIAM THOROWGOOD, of Totteridge, Herts, aged 21, who served his clerkship to Messrs. Whatley & Dryland, of Reading, and Messrs. Sudlow, Torr, Janeway, and Tugart, of Bedford-row, London.

By order of the Council,
ROBERT MAUGHAM, Secretary.

Law Society's Hall, 28th Jan., 1858.

The following candidates have been informed, by the direction of the examiners, that their answers to the questions were highly satisfactory, and would have entitled them either to a prize or a certificate of merit, in case they had been under the age of twenty-six :—

CHARLES BEAN, articled to Mr. Thomas Oldman, of Gainsborough, and Robert Toynbee, of Lincoln.

WILLIAM EMSLEY, Jun., articled to Mr. Bertie Markland, of Leeds.

EDWIN HOWARD, articled to Mr. Leonard Hicks, of Gray's-inn-square.

ARCHIBALD SCOTT LAWSON, articled to Mr. G. L. P. Eyre, of John-street, Bedford-row.

RICHARD HENRY PEACOCK, articled to Mr. W. H. Trinder, of John-street, Bedford-row.

CANDIDATES WHO PASSED THE EXAMINATION.

HILARY TERM, 1858.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Adamson, Charles Alexander	J. T. B. Tinley (dec.); John Tinley.
Allen, Joshua Bird, B.A.	Joshua J. Allen.
Armitage, Walter	John Dransfield.
Baker, Henry Lawrence	Thomas Baker.
Barker, Thomas Wildman	Thomas Eastham.
Barnes, William Black	John Smith.
Bean, Charles	Thomas Oldman; Robert Toynbee.
Beard, Thomas	William Ralph Buchanan.
Blakiston, Matthew Folliott	William Savage Poole.
Broomhead, Barnard Platts	Henry Broomhead, sen. (deceased); Charles Fiddey.
Brown, Thomas Francis	Thomas Brown.
Burn, George Roddam	Adam Burn.
Calvert, Henry	John Calvert.
Clarke, Daniel	C. Harman (dec.); Wm. Pulley.
Coryndon, Selby	A. Rooker; J. W. Matthews.
Dodd, Edward	William Tate.
Easton, Abel	Robert Farre Dalrymple.
Emsley, William, jun.	Bertie Markland.
Evans, David Williams	Richard Barker.
Greene, George, jun.	George Johnson Kenmir.
Hall, Frederick Thomas	Samuel Denton.
Hankinson, Richard	Barratt Whitworth.
Harrison, Charles, jun.	Harrison and Beal.
Hawke, John	Walter E. Goatly; Julius Lawrence.
Holme, James Wilson, M.A.	Thomas Rigge.
Howard, Edwin	Leonard Hicks.
Howard, Ralph	Henry Coppock.
Hughes, Edwin, jun.	William Pritt; Kenneth Powles; Thomas Avison.
Irving, Frederick Sumner	Rose and Parrott.
Jacobs, Matthew Henry	Lewis Jacobs.
Keddle, Shering	A. Burridge; Fred. W. Gundry.
Law, William Edward	Thomas Hooper Law.
Lawson, Archibald Scott	George L. P. Eyre.
Lawson, Richard de Mulinfeldt	Frederick Webber.
Marshall, George, jun.	George Marshall.
Mason, Henry Edward	William Grant Allison.
Mortimer, John	Thomas Gwynne.
Murr, Charles Henry	George Osgood; Frederick Carritt.
Murton, Walter, jun.	Robert Furley.
Nunn, Walter Wilkinson	John Greene.
Ordell, John	William Thomas Carlisle.
Osborn, Elias Breton	William Withall.
Parker, Thomas Watson, jun.	Thomas Parker.
Peacocke, Richard Henry	William Henry Trinder.
Pelle, Charles	James Brockbank.
Perkins, Thomas	William Hutcheson Collins.
Pike, Henry Markham	John Pike.
Pritchard, Andrew Goring	George F. Taylor; R. A. Parker.
Roberts, Frederick Hall	Henry Shephard Law.
Russell, Thomas	Robert Russell.
Shackleton, John, jun.	John Shackleton, sen.; John S. Torr.
Shorter, John Pitman	John G. Shorter (dec.); R. Growse.
Speechly, Thomas	William D. Gaches; J. Kingsford.
Steble, Richard Fell	Henry Heathcothe Statham.
Stoton, William Orlando	Thomas Chubb; Wm. E. Oliver.
Thompson, George Rowland	Richard Wilson.
Thorowgood, Frederick William	Robert Coster Dryland.
Tillard, Phillip Edward	William Tanner.
Turney, Benjamin	Edward Nelson Alexander.
Varey, Josiah Eastwood	Josiah Varey.
Walker, John	Frederick Wickings Smith.
Ward, David	John James Coulton.
Welch, Charles John	Charles Hewit Welch (dec.)
Willan, Richard	George Allison.
Williams, Alfred Knight	Joseph D. Sympson; F. P. Chappell.
Williams, Reginald Freke	R. H. Wyatt; H. S. Westmacott.
Wilson, Charles	Edward Wilson; Frederick Deacon.
Wilson, William Radcliffe	Thomas Tudor Trevor.
Wrigley, Henry	Henry Radcliffe; George J. Murray.

QUEEN'S BENCH NOTICE.

In future, the nature of the action and the amount must be marked at the head of all judgment papers.

PAYMENT OF FEES IN THE COURTS OF PROBATE AND DIVORCE.

No money can be taken in the Registry of the Court of Probate, or in the Registry of the Court for Divorce and Matrimonial Causes.

All fees payable are to be taken in stamps.

Jan. 9, 1858.

COMMON LAW RULE UNDER THE BILLS OF EXCHANGE ACT, 1855.

REGULA GENERALIS.—HILARY TERM, 1858.

WHEREAS, by the rule of Michaelmas Term, 1855, with respect to indorsements on writs issued under the Bills of Exchange Act, 1855, it was, amongst other things, ordered, "that no other claim than a claim on a bill of exchange or promissory note should be included in writs under the Summary Procedure on Bills of Exchange Act, 1855:"

AND WHEREAS it is expedient that the said rule should be explained and amended:

IT IS HEREBY ORDERED, that where a defendant obtains leave to appear according to the said Act, and enters appearance to any such writ, according to the said rule of Michaelmas Term, 1855, the plaintiff may include in his declaration, together with a count on the bill of exchange or promissory note (as the case may be) a count upon the consideration, if any, between the plaintiff and defendant, for the bill of exchange or promissory note, and deliver a particular of demand accordingly.

(Signed)

W. ERLE.	W. F. CHANNELL.
E. V. WILLIAMS.	J. BARNARD BYLES.
SAMUEL MARTIN.	CAMPBELL.
R. B. CROWDER.	A. E. COCKBURN.
J. WILLES.	FRED. POLLOCK.
G. BRAMWELL.	J. T. COLERIDGE.
W. H. WATSON.	WM. WIGHTMAN.

Read in Court 30th January, 1858.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

THE TIPPERARY BANK.

O'Flaherty v. *Sterling and others.*

An application was made on Wednesday to the Master in Chancery, to whom the winding-up of this affair is referred, on behalf of Mr. R. O'Flaherty, one of the creditors, for leave to proceed on a judgment recovered for £2,180 against Mr. J. Sterling and Messrs. Ginger, Pearson, & Goodyer, as shareholders in the bank. The applicant offered to proceed at his own expense, with a view, as he alleged, to benefit all the creditors, by compelling the English shareholders in particular to contribute a very much larger sum towards the liabilities of the bank than they have heretofore offered. The application was strongly opposed by their counsel, inasmuch as they have hitherto succeeded in keeping their names off the list of contributories, and have the express decision of the Chancellor (which is unappealed from) in their favour.

The Master made the order as sought for in Mr. Sterling's case, but directed the application to stand over for a week as regarded the English shareholders, in order that the result of the pending negotiation with them for a compromise of their alleged liabilities might be known.

Mullany v. *M'Donell.*

In the Court of Exchequer, on Saturday last, an application was made, on the part of Mr. Sterling, that a writ of scire facias, issued by the plaintiff, who was a depositor, against him as a shareholder in the bank, might be set aside. The judgment had been, in the first instance, obtained against the official manager of the bank, and the plaintiff had then proceeded under 6 Geo. 4, c. 42, against the defendant. The grounds for the present application were irregularity in the form of the scire facias

which was, moreover, ambiguously and unintelligibly drawn. On behalf of the plaintiff, it was contended, that as the scire facias stated Mr. Sterling to have been a shareholder in the bank, it was sufficient. The Court, however, considered it open to the objections brought against it by Mr. Sterling, and set aside the scire facias, with costs.

COURT OF QUEEN'S BENCH.

Change of Venue.

Holmes v. *Handcock.*

This was an action brought by the plaintiff, a solicitor and parliamentary agent in London, to recover charges incident to an application for a private Act for settling the estates of Mr. Handcock. The services of the plaintiff were engaged by a gentleman who at that time was acting as Mr. Handcock's Irish solicitor, but soon afterwards ceased to act in that capacity. The demand was resisted on the ground that Mr. Handcock knew nothing of the retainer of the plaintiff, but had made an agreement with a Mr. Irwin that all possible costs and expenses should be covered by a sum of £4,500, which sum was actually paid, under the impression that it included every outlay. Two separate trials have taken place at Galway, and notwithstanding that the learned judges have on each occasion intimated their opinion that the plaintiff had a good case, the verdict has on both trials been for the defendant. Both verdicts having been set aside by the full Court as being against the weight of evidence, a third trial is shortly to take place, and the present application was one on the part of the plaintiff to have the venue changed from Galway to Dublin. The principal reason urged for the change of venue was, that a general prejudice existed throughout the county of Galway (which is near to Mr. Handcock's property) against the plaintiff, and in the defendant's favour. As to some alleged proofs of the existence of such prejudice, the affidavits and statements were conflicting.

The Chief Justice said that the Court were of opinion that no sufficient grounds existed for changing the venue. It was not enough that in the opinion of the plaintiff, or his advisers, a fair trial could not be expected in Galway; on such a matter of opinion conflicting notions would always be entertained by the several parties interested. The change of venue, which was a very important exercise of jurisdiction, could only be justified by a moral certainty, that, owing to given circumstances, a fair and dispassionate trial of the issue could not be looked for. The instances adduced by the plaintiff had failed to prove that a general prejudice existed; it would rather appear, that the fact of his having been unsuccessful on the two occasions led him to make this application, on the chance of his gaining a verdict elsewhere. The motion must be refused, with costs.

Debt recovered by Administrator of a Living Person.

Carse v. *Taylor.*

This was a demurrer, and the action was brought under somewhat extraordinary circumstances. Mr. J. S. Taylor, the defendant in this action, two years since, by some means which were not explained, obtained a grant of administration to the estate and effects of Mrs. Mary Scott, who then was, and still is, alive. As such administrator, he brought an action against the present plaintiff to recover the amount of a judgment debt owing to Mrs. Scott, and proceeded in the action until Carse, of course under the belief that Mrs. Scott was dead, and that Taylor was her legal representative, paid the demand and the costs; whereupon satisfaction was duly entered on the judgment. Carse subsequently discovered that he had been deceived; that Mrs. Scott was living; and that he, therefore, remained liable to her for the full amount of her judgment. The present action was brought to recover back the money paid to the supposed administrator. The defendant demurred, on the ground that the money was paid on the compulsion of legal process, which was a final adjudication as to the rights of the parties, and also on the ground that the summons and plaint contained no averment that Taylor had brought the former action fraudulently, and with knowledge that he was not the lawful administrator of Mrs. Scott.

Crampton, J., in delivering the judgment of the Court, said, that it was clear on all the authorities, that although a demand were recovered on compulsion of legal process, yet if the person so paying the money were induced to do so by misrepresentation or fraud, he would not be bound by the payment. It had not been fully explained how the grant of administration came to be obtained; but by some means or other this appeared to have taken place, and whether Taylor had or had not shown the letters of administration to the present plaintiff, and whether or not he really believed himself to be the actual personal representative of Mrs. Scott, and believed her to be dead, one thing was certain, that he had wrongly alleged that he was her representative. Looking at the extreme accuracy with which the ecclesiastical courts usually acted in issuing probates and letters of administration, the presumption was, that if the administration were granted, it must have been obtained by fraud on the part of the defendant. The demurrer must therefore be overruled. Judgment for the plaintiff.

COURT OF COMMON PLEAS.

In re Hall, seeking to be admitted an Attorney.

On Saturday last, the Solicitor-General applied on behalf of Mr. Lindsay Hall, lately a barrister-at-law, that he might be admitted an attorney of the Court. It appeared from Mr. Hall's affidavit that his father, Mr. John Hall, a solicitor in extensive practice, died a few weeks ago, since which event the applicant had relinquished the bar, and had articled himself to Mr. Mathews, a solicitor. He stated that he had always resided with his father, and had been consulted by him constantly in relation to the various suits and actions proceeding in his office. Since the death of his father the greater number of the clients, including Lord Plunkett and other persons of station, had communicated with him either personally or by letter; and nearly all of them had expressed a strong desire that their business should continue in his hands. He stated, moreover, that, from his acquaintance with the business in the office, it would be greatly for the benefit of the clients that he should carry it on, and that large sums were due for costs in various Chancery suits which were still pending; that these costs would not be received until after the termination of such suits; and that the appointment of a stranger to collect the assets would be prejudicial to the interests of the daughters of the late Mr. Hall, who were very anxious that the applicant should be enabled personally to act for them. The affidavit further stated, that the applicant had entered into an agreement with his sisters, under which they would derive pecuniary benefit from his carrying on the business. The Incorporated Law Society had been communicated with on the subject, and a letter had been received from the secretary of that society, to the effect that the council, deeming the application a proper one, would interpose no objection.

The Incorporated Law Society not opposing, the Court granted the application.

Registration of Bills of Sale under 17 & 18 Vict. c. 36.

Fonblanque v. *Lee.*

The Act for the Registration of Bills of Sale (17 & 18 Vict. c. 36—the Irish Act, 17 & 18 Vict. c. 55, being a transcript of it) provides that, along with the bill of sale, or a copy of it, there shall be filed in the Queen's Bench Office, an affidavit, stating, *inter alia*, the description of the person against whom process shall have issued (in case the bill of sale shall be given under or in the execution of any process), and a description of every attesting witness to such bill of sale. The present was an interpleader issue, involving a question as to the ownership of certain goods seized by the sheriff of Clare, under an execution issued against Lord Dunboyne. These goods were claimed by the plaintiffs, Mr. Commissioner Fonblanque and another, who were trustees of Lady Dunboyne's settlement. The plaintiffs' case was that the goods in question were duly assigned to them by a bill of sale, as security for money forming part of Lady Dunboyne's separate estate, which had been advanced by them. In the affidavit which had been filed the directions of the statute had not been complied with, inasmuch as the description of one only of the attesting witnesses had been given. At the trial, this point being raised, the judge directed a verdict for the defendant, with liberty to apply to the full court.

The Chief Justice now reviewed the facts of the case, the sections of the statute, and some English decisions bearing on the point, and said that the unanimous opinion of the Court was that the verdict had been properly entered for the defendant.

EDINBURGH.—(*From our own Correspondent.*)

Conveyancing Charges in Scotland.

I promised to give you some information regarding conveyancing charges in Scotland. I feel some difficulty in entering upon the subject, for I see that it is useless to give a list of charges without some explanation which will enable Englishmen to compare these charges with analogous charges in England; while, on the other hand, it would be absurd to preface the list with a treatise on the law of real property in Scotland. I shall endeavour to avoid both extremes, and only give such

legal explanations as seem necessary to enable a stranger to Scotch law to understand the different steps in the various cases which I may select for illustration.

Real property in Scotland is all held under a superior, who grants a title to the holder, who is called his vassal. This vassal may so dispose of the property he holds, as to create a mid superiority, he himself becoming a superior; or he may place the purchaser precisely in the position he occupies himself; or he may give the purchaser an option either of holding of himself as superior, or directly of his superior. In every such case, the title of the purchaser is completed by sasine, and, in cases of competition, the preference is determined by the priority in point of date of registering the instrument of sasine, and not by the date of the conveyance on which sasine proceeds.

The case which we propose to illustrate is that of a crown vassal selling an estate in Scotland of the value of £22,000. Assuming that the purchase has been made, and that the parties have confidence in each other, and do not think it necessary to enter into a formal contract of sale, the seller's agent sends all the titles of the estate, or, at least, a prescriptive title to the purchaser's agent, along with what is called a "search"—that is, a memorandum furnished by the public keepers of the general registers, showing all sasines and other writs affecting the estate: for instance, all bonds and all discharges of bonds. The seller's agent having examined the titles, and found them correct, and having satisfied himself that all burdens affecting the estate are discharged, prepares a deed of conveyance, to be executed by the seller, technically called a disposition. This is a very short deed, and is always in the same general terms—the style of all deeds affecting real property in Scotland being quite settled—it contains a clause, resigning the lands to the seller's superior, to be given over by him to the purchaser, which he is bound to do; and a clause binding the seller to infeft or seize the purchaser in the lands, either to be held of the seller as superior, or of the seller's own superior. This is a device to prevent fraud during the interval which must necessarily elapse before a title can be got from the seller's superior, and a warrant to give sasine. The purchaser can make up his title in various ways. In the present case, the clauses made use of were the obligation to infeft, as above-mentioned, and the warrant to give sasine. As soon as the purchaser got his disposition from the seller, he procured himself seized in terms of the warrant in the disposition he thus held of the seller as his superior. An instrument of sasine was then registered; after which, no deed that the seller could grant could affect the purchaser's right. The disposition is not recorded; but the purchaser did not wish to hold of the seller; and, therefore, in virtue of the obligation undertaken by the seller to infeft him, so as to hold either of his (the seller's) superior, or of the seller himself, he presented the draft of a charter of confirmation of the disposition granted by the seller (a Crown vassal) and infeftment following thereon to Chancery, which is revised and issued, and when granted has the effect of destroying the said superiority created as above mentioned, and of putting the registered infeftment in the same legal position as if it had followed upon a precept or order to infeft issued by the Crown itself, instead of its vassal. With these explanations, I hope that practical conveyancers will be able to test the following bill of costs by the table of fees published by you in the beginning of last year. I have only to add that a sheet contains 250 words:—

	£	s.	d.
Drawing disposition (£22,000), 3 sheets	46	5	0
Drawing relative inventory of titles, 9 sheets	2	18	0
Stamps for disposition, &c.	110	10	2
Extending disposition, 3 sheets	0	5	6
Extending inventory, 9 sheets	0	14	6
	£160	13	2

This bill is due to the purchaser's agent, payable ultimately by the seller, who has also to pay the expense of the search, which may amount to £10 or £12. The seller's agent is entitled to a revising fee for the disposition and inventory, which amounts to 15*l.* 18*s.* 4*d.* and 19*s.* 4*d.*, and is ultimately payable by the purchaser. Certain errors in the disposition might involve the purchaser's agent in liability to the full extent of the price, and an *ad valorem* fee is therefore allowed. No liability of this kind can arise out of any error in the inventory of the titles, and therefore ordinary drawing fees only are allowed; viz., 10*s.* for the first sheet, and 6*s.* for every other.

The connection between the seller and purchaser being now ended, the latter proceeds to complete his title, as before mentioned, at his own expense, as shown in the following bill:—

	£	s.	d.
Drawing instrument of sasine, three sheets	1	2	0
Stamped vellum	0	6	5
Extending instrument of sasine	0	5	6
Notary's fee, giving infeftment	6	6	0
Giving in and taking out of register the instrument of sasine	0	6	8
Fees of registration	0	19	6
Drawing crown charter of confirmation, four sheets	1	8	0
Drawing inventory of titles, by which charter to be revised for crown, one sheet	0	10	0
Copy	0	1	0
Drawing note praying for a new charter, one sheet	0	6	0
Copy	0	1	0
Paid fees, including composition	13	1	8
Paid fees at Chancery-office, at taking out charter, and dues of Great Seal	6	17	7
Agency, passing charter through different offices, and seals (valued rent, £680)	8	8	0
	£39	19	4

No remark seems necessary upon this bill. It will be seen that an *ad valorem* fee is allowed for giving infeftment, on the same principle as before, that an error may involve heavy pecuniary liability; the principal risk, however, is of fraud, and errors are generally capable of correction. The composition is the fine payable to the crown in respect of the entry of a new vassal to the fee. The charge for drawing papers, not deeds, is 6*s.*, as may have been observed. I have not attempted to draw any analogies between Scotch and English deeds, and perhaps none exist; but if they do, such examples as I have given may assist English conveyancers in their endeavours to introduce a more rational system of charging than by the mere length of the deeds, which must retard very much the formation of a concise and uniform set of styles.

EDUCATION OF SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL AND REPORTER.

SIR,—Most heartily do I concur in the concluding statements of R. W.'s letter, published in your impression of the 30th ult. But I think R. W. has omitted to notice one very serious objection to the *immediate* institution of educational examinations of solicitors prior to their admission. I refer to the case of clerks now under articles. Suppose A. B. was articled to a respectable solicitor on the 1st January, 1854, and paid upon his articles a premium of £300 and the usual stamp duty. A. B. faithfully serves his articles, and is perfectly competent to pass the usual legal examination before the council of the Incorporated Law Society, but is incompetent to pass an educational examination. Now the injustice in such a case of refusing to grant A. B. a certificate would be so glaring, that upon motion the Court would certainly grant him relief. But I think, Sir, that the object which R. W. has in view might be accomplished, without giving any just ground of complaint to articled clerks in the situation of A. B., in another manner. My plan would be, to institute educational examinations at once, but for the next five years to make the passing such examinations optional; but to encourage students to submit to such examination, I would suggest that medals or prizes be given to such as show the greatest proficiency. I think that this plan would work well, for it would create a certain amount of emulation among students; and the prospect of honorary distinction would, I am sure, induce the large majority most cheerfully to submit to examination. From the expiration of the five years let such examinations be compulsory on all who have not matriculated at some university of eminence, and let it be clearly understood that no gentleman will be admitted to the Roll who is incompetent to pass such examination. This plan, I think, would answer the object in view, and would inflict no hardship or injustice upon any one.—I am, Sir, your obedient servant,

1st February, 1858. J. R., Jun.

COURTS OF PROBATE, DIVORCE & MATRIMONIAL CAUSES, AND ECCLESIASTICAL.

To the Editor of THE SOLICITORS' JOURNAL AND REPORTER.

SIR,—What can have been the meaning of the farewell to the Judge of the Ecclesiastical Court? The Ecclesiastical Court is not defunct, but has been deprived of two-thirds of its business by the subtraction of Divorce, Matrimonial, and Testamentary Causes, the Court still subsisting for suits: As against laics—Incontinence, incest, adultery, perjury, violent laying hands on clerks, brawling in a church or churchyard, drunkenness, blasphemy, absence from church, heresy, neglect to repair a church, &c.; and as against clerks—for anything which, in the opinion of the Ordinary, is an offence; and also for church-rates and tithes, &c., non-residence, perturbation of pews, faculties.

Again,—what is the meaning of the language used by the Queen's Advocate in the second case referred to in your leading article of Saturday week. I refer to his observations about the twaddle in pleadings. The same form of pleadings as of old remain in the Ecclesiastical Court in the cases which I have referred to.

I regret to see the tone of your leading article, "Solicitors and Proctors," of last Saturday week. What attorney or solicitor can hesitate to practise in the two new courts? In both courts, for the most part, at least, all the twaddle (so called by the Queen's Advocate, according to your report of his speech,) of the old forms is done away with, and the forms and proceedings and principles of common law in a great measure substituted. Why, then, should attorneys or solicitors hesitate? Surely there is nothing so abstruse that it requires the acumen of a proctor to master it. I should rather have thought that a practitioner unfettered with the old twaddle would be more likely to conduct the business according to the spirit and intention of the late Act, and certainly with greater benefit to his client. Attorneys and solicitors must not forget that proctors may now become attorneys and solicitors, and it is never wise to introduce your client unnecessarily to other practitioners.

Your correspondent, "A. B. C.," *may* be right as to the question I raised as to district registrars practising. The section of the Act, and the rules which bear on this question, are the 21st section, and the 2nd and 5th Rules, D.R. The 21st section is silent as to district registrars, though it provides that no registrar or officer in the principal registry shall participate in the fees. The 2nd rule, D. R., provides, that the application is to be made through a proctor, solicitor or attorney, or in person; and the 5th rule provides that no district registrar shall take out probate or administration for *himself* in his own district. Surely the 5th rule is meant to provide for the omission in the Act; and are not the 2nd and 5th rules slightly inconsistent if my interpretation is incorrect? "A. B. C." seems to forget the anomaly of a registrar exercising in his own cases the discretion as to sureties, and as to whether the necessary formalities have been observed in the signing of the will, &c. I do not profess to be clearly of opinion that the district registrars may not practise, but I cannot doubt its inexpediency; and I have a strong opinion that the rule will be construed so as to exclude it.

I am obliged to "A. B. C." for his reference to Mr. Weatherley's book. I have, however, found a book by Coote (of 1847), a proctor, which gives all the old practice and forms, and states the jurisdiction of the old court; and the same gentleman has published a book on the New Practice in uncontested cases, or Common Form business, which seems to have been prepared with great care.

Your correspondent "C.," of Saturday week, surely is under a mistake; if not, the late Probate Act will, to a great extent, be a failure, as it was expected to have put an end to much of the unseemly contests as to wills as affecting real estate after they had been admitted to probate as to personalty. Why should not a caveat be entered by the heir-at-law, or the devisee under a former or later will? The only thing which I can find in the Act or rules which limits the caveats to personal estate, is the fact that the form in P. R. C. Rules, Form No. 1, says, 'Let nothing be done in the goods of A. B." Probate will only be applied for in cases where there is personal estate, and this may be the reason of the words 'in the goods,' because primarily the probate will only affect 'the goods.'" I have not overlooked the 63rd section of the Act.

Your correspondent "No Artful Dodger," of Saturday week, calls the outcry about touting a transparency of the present day. It is a practice, as he would make it appear, confined to two or three proctors, and such I hope it is. Of course, until attorneys could practise in the new courts, the touting was only a nuisance to those going to Doctors' Commons, and was not an unprofessional practice of our brethren; but it is different now that attorneys and solicitors and proctors are associated, to a great extent, into one brotherhood.

The Divorce Rules are out at last, but no scale of fees for the practitioners. How is this?

Yours truly,

X. Y. Z.

A QUESTION OF PROFESSIONAL PROPRIETY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—A letter, a copy of which is on the other side, was sent to me last evening, and as I think it should be published to the profession, I beg to forward it to you for that purpose.—I remain, your obedient servant, ALBERT H. ELSWORTHY.

53, Charlwood-street West, Pimlico, Jan. 14, 1858.

"21, Denbigh-place, Belgrave-road, Jan. 13, 1858.

"SIR,—I have the honour to inform you of my intention to continue my practice entirely at the above address for the future, in the immediate neighbourhood of which I have so long resided; and from many years' experience in the legal profession, I hope I may be permitted to offer my services.

"I may mention that it is a principle with me never to keep a client in uncertainty as to what expenses he may be put to in matters requiring the assistance of his legal adviser, by which means I hope to insure the interest of my client in every respect.—I am, Sir, yours most obediently,

(Signed) "ALFRED GEO. HOWARD."

[The publication of this letter was delayed, owing to some doubt as to its genuineness. We submit it to the consideration of our readers, and shall be glad to receive their remarks upon it.—Ed. *S. J. & R.*]

Review.

The New System of Solicitors' Book-keeping. By GEORGE JAMES KAIN, Law Accountant. Sixth Edition. Kain and Cobbett. London. 1858.

Some principles are so simple and self-evident, that a bare enunciation of them secures their acceptance; but the very ease with which they are received into the mind appears to be an obstacle to their exercising any influence over the practice. They come out as easily as they went in, and leave no traces behind them, and yet any attempt to reintroduce them is met by complaints of the importunity of the teacher.

Now what principle can be so self-evident, and so important to every solicitor, as this,—that his accounts should be kept accurately and punctually? No one in the profession will for a moment dream of denying or doubting this, but how many really act upon it? We beg every man who reads this to ask himself the question, and unless we are unfortunate in our own acquaintances, and greatly mistake the habits of those whom we know only by reputation, a very small number will be found to reply in the affirmative.

We have known solicitors, in large practice, who kept neither cash-book nor ledger, and who trusted to their cheque-book and pass-book when they wanted to make out a client's account. We have known others whose costs had not been posted up for years—perhaps not even entered up for months—and who were totally unable to tell, even with the assistance of an accountant, the amount either of their receipts or expenses for any given year. We have been acquainted with others who kept accurate accounts, but upon so clumsy a system, that the whole time of one clerk was taken up in the work, and too often he alone understood his own system, which was Greek to everybody else—a state of things productive of dire chaos and confusion in the event of his death or removal.

And yet every solicitor has a theoretic acquaintance with the advantages of clear, accurate, and regular accounts, and at some time or other, unless he be singularly fortunate, is sure to learn, to his cost, the practical disadvantage of neglect. He may be about to take a partner, and find that it is out of his power to prove the value of his business; he is probably ashamed to produce the few scanty accounts which have been kept, and thinks himself lucky at last if he can get a partner who, though paying a reduced premium, yet requires to be guaranteed a certain income, on the ground that no proof has been afforded him of the amount of the business profits; or perhaps he is surcharged for income-tax; but he cannot appeal, for where are his vouchers? Again, his bank account becomes larger each day, and he alters his style of living, and increases his expenditure, only to discover eventually that the moneys were not his own, and that while his business grew larger, it became less profitable, and yet his expenses were continually growing greater, and he has been brought to the verge of bankruptcy. We need not multiply instances. Each of our readers can supply numerous cases, in which he would advise a client that loss, if not ruin, must result from a neglect to keep proper accounts.

Let each solicitor now advise himself, and like a good client, take the advice; and if he have not done so hitherto, immediately commence, and regularly keep proper systematic accounts. We venture to predict that a year will not have passed away before he perceives the advantages of the change.

Far the best and most simple system known to us of keeping the accounts of a solicitor's business is set forth in the little book whose title stands at the head of this article. The author, Mr. Kain, appears to have been the book clerk for some years in a large office in the country, and he has availed himself of the experience thus acquired to invent and perfect an admirable system of book-keeping. The principal feature which distinguishes it from other systems, is the "Cash Journal," of which we will endeavour to give our readers some idea.

It is clear that every money transaction involves duality; *i.e.*, money received by and debited to you must be paid by and placed to the credit of some one else, and *vice versâ*. This has been ordinarily recorded by entering a receipt or payment in the cash-book, and entering it again in the ledger. Now, when it is pursued with regularity, there is no objection to this mode, so far as it goes, but even if there be no delay it is not enough; for by it, only the actual receipts and payments find their way into the account, and there is no place for amounts which have been ascertained to be due to the solicitor, or for liabilities which he may have incurred, and thus the ledger only shows the cash account, and takes no notice of the debits and credits of the business. And further, the ledger only gives your account with each client separately, and you cannot, without adding up each page of it, ascertain your position in the gross as regards them all collectively, whether the balance be in your favour or not.

To supply this want, Mr. Kain has introduced the "Cash Journal," which is a book containing in its simplest form three columns on the left page and six on the right. Thus, on the left page, are columns for

"Date | Nature of transaction. | On whose account."

While the right page is divided into two sets of three columns as follows:—

"Dr. Amounts debited to clients. | Expenses. | Receipts. | Payments. | Profits in gross. | Amounts credited to clients. Cr."

It is difficult to give a clear understanding of this cash journal without a page of it before us, but we will try to do so by taking one or two transactions, and explaining their mode of entry.

You sell an estate and receive £1,000 for your client; your bill of costs comes to £50, which you send in to him, and he tells you to deduct it from the £1,000, and pay him the difference. On receipt of this £1,000 it is entered on the Dr. side in the column "Receipts;" on the Cr. side, in the column "Amounts credited to clients." On sending in your bill, you enter the costs £50 on the Cr. side, in the column "Profits in gross;" on the Debit side, in the column "Amounts debited to clients." On payment of the £950, you enter it on the Cr. side under "Payments;" and on the Dr. side, in the column "Amounts debited to clients," and the record is complete, each transaction being entered on both sides. There may be a score of such transactions in a month, but the sum of the three columns on the debit side will always be equal to the sum of the three on the credit side, and therefore any mistake will be immediately detected. And further, the balance of the receipts and payments columns will show how you stand with reference to yourself (or your bank); the balance of the extreme columns of "Amounts debited" or "Credited to clients," will always show you how you stand with reference to them collectively; while the balance of the two other columns will show you how you stand with reference to your business, whether it has proved profitable or not up to any given time, so far as the assets and liabilities have been ascertained.

There are various subdivisions of the receipts and payments columns, to suit different tastes and circumstances. In the one preferred by ourselves, each of these columns is subdivided—thus, "Received by bank;" "Received by cash;" "Paid by bank;" "Paid by cash." We have seen one for a partnership where there is a similar subdivision, but the columns are headed, "Received by Mr. A.," "Received by Mr. B.," &c., each partner keeping a separate account.

It will be seen, therefore, that from this cash journal, at a minute's notice, you may learn what money you have at your bank, and how much in your cash-box; how much is due from you to your clients collectively, or how much they owe you; the amount of your disbursements out of pocket, and the amount of your gross profits, and, consequently, the amount of profit or loss on the business to this date.

This system may be learned in an hour; and when learned, may be carried out thoroughly by a clerk possessed of ordinary intelligence; and we venture to say that the entry of no transaction need take more than two minutes.

If the clerk be at a loss in any case, Mr. Kain's manual will supply him with instructions for almost every emergency. There are, indeed, one or two minor details in which we differ from his mode of entry, but they do not affect his principle, which seems to us, both theoretically, and as having stood the test of experience, to be unassailable.

Mr. Kain has published other account books; *e.g.*, Rent-books, which are particularly good and well arranged; Disbursement-book; Ledger, and Private Ledger. This last has distinctive and novel features, carrying out the same principle of duality, and is intended to embody the monthly or other periodic results of the cash journal. We recommend the practitioner to have the columns of the latter added up monthly, and to enter the totals himself in the private ledger only. This plan prevents even the book-clerk from knowing more than the balances of the current month, and preserves the proper secrecy as to the exact position of the business.

Mr. Kain's manual further contains many admirable hints and suggestions as to the appointments and regulations of an office, making up of costs, &c. All are good, but their usefulness must depend upon the experience of the readers.

In conclusion, we earnestly commend Mr. Kain's system of book-keeping, and especially his cash journal, to every solicitor who has not hitherto adopted it, being confident that he will find great benefit from the saving of time, labour, and expense, and the clear and accurate statement of his affairs which it will always present to him.

The 465 solicitors who, we learn from the preface, have already adopted the system, need no recommendation from us to continue in the use of it.

Parliamentary Proceedings.

HOUSE OF LORDS.

Thursday, Feb. 4.

Law of Libel.

Lord Campbell brought in a Bill to amend the law of libel. It proceeded, he said, on the report of the select committee of their Lordships' House which sat in the last session of Parliament, and its object was to carry into effect the recommendations of that committee. It would give, in the first place, immunity to all correct accounts of the proceedings of both Houses of Parliament; in the second, it would give immunity to all faithful accounts of lawful public meetings where no loss or damage had been done by the publication; and, in the third place, it would contain a definition of what should be considered a public meeting assembled for a lawful purpose. The Bill was then read a first time.

Bankruptcy Law.

In answer to Lord Brougham,

The Lord Chancellor said, a Bill to amend the law of bankruptcy had been prepared and actually printed; but all he could say at present was, that it was under the consideration of the Government.

HOUSE OF COMMONS.

Friday, Feb. 5.

Registration of Titles to Land.

Sir F. Kelly asked the Attorney-General whether it was the intention of her Majesty's Government to bring in any bill for the registration of titles, and the facilitating the transfer of land.

Sir R. Bethell thought that a bill would shortly be introduced in the other House.

The Royal British Bank Prosecutions.

In answer to Colonel Stuart,

The Attorney-General said he had never hesitated in his determination to carry on the prosecution against the British Bank Directors. The only doubt he ever had was, whether he ought not to institute other proceedings of a similar character.

Law Amendment Society.

A meeting of this society took place on Monday the 1st inst.; Mr. W. S. Cookson in the chair.

Mr. Hastings read a report on a proposed bill for providing an index to the Parochial Registers of Baptisms, Marriages, and Burials in England. It was proposed that the index should commence from 1750, the extracts from the various registers throughout the country from that date to 1837 to be furnished by the ministers of the various parishes, the cost of which to be paid by a rate in each parish. The alphabetical index to be

kept at the General Register Office, and searches to be allowed at a moderate charge. The committee were of opinion that such a work, if completely and accurately achieved, would be of considerable benefit to the public, and would be worth the expense and trouble attending it. It would diminish the expense of tracing pedigrees and making out titles, which at present, there being 12,000 registers in England, was often very considerable, and the difficulty sometimes attending it was almost insurmountable. While they agreed in the necessity for such an index, they on several points dissented from the proposed measure. The provision for a parish rate to defray the cost of copying the registers was calculated to excite much opposition. A more serious objection arose as to the mode of obtaining copies of the register from the labour it would cast upon the clergy, and the inadequate guarantee for the accuracy of the work. The value of the index would entirely depend upon the accuracy of the transcripts, which could only be ensured by employing careful and intelligent copyists, and a diligent supervision, which could hardly be exercised on the plan proposed. The opinion of the committee was, that a bill ought to be passed compelling incumbents to forward to Somerset-house the original registers, to be there copied under the supervision of the authorities, and, when copied, returned to their original depository; that the transcripts so made shall be properly indexed for the purposes of reference, and made secondary evidence in the case of the loss of the originals. The committee see no reason why the work, if gradually and economically effected, should draw on the revenue of the country to any burdensome extent. The registers would pass free through the Post-office, in pursuance of the Registration Act.

On the motion of Mr Benjamin Jones, seconded by Mr. Herbert Broom, the report was accepted, and ordered to be printed and circulated.

Mr. Hastings called attention to the fact of the deficiency in the law relating to legitimacy, there being no provision enabling a man to prove his legitimacy unless on a question of disputed property. He moved the appointment of a committee to consider the matter.

Mr. Francis seconded the motion, which was agreed to; and the proceedings terminated.

Court for Divorce and Matrimonial Causes.

RULES AND ORDERS

MADE UNDER THE PROVISIONS OF THE "ACT TO AMEND THE LAW RELATING TO DIVORCE AND MATRIMONIAL CAUSES IN ENGLAND" (20 & 21 VICT. C. 85).

1. Proceedings before the Court for Divorce and Matrimonial Causes shall be commenced by filing a petition.—A form of such petition is given, No. 3.

2. Every such petition shall be accompanied by an affidavit made by the petitioner, verifying the facts stated in the petition of which he or she has personal cognizance, and such affidavit shall be filed with the petition.

3. In cases where the petitioner is seeking a decree of nullity of marriage, or a decree of judicial separation, or a dissolution of marriage, or a decree in a suit of jactitation of marriage, the petitioner's affidavit, filed with his or her petition, shall further state that no collusion or connivance exists between the petitioner and the other party to the marriage or alleged marriage.

4. Every petitioner who files a petition and affidavit shall forthwith issue a citation, to be served on the respondent in the cause, according to the form No. 1.

5. A similar citation shall be served upon any party whom it is intended to make a co-respondent in the cause.

6. To each respondent in the cause shall be delivered, together with the citation, a copy of the petition certified under the seal of the Court.

7. Every citation shall be written or printed on parchment, and the party taking out the same, or his or her proctor, solicitor, or attorney, shall take it, together with a præcipe, to the registry, and there deposit the præcipe and get the citation signed and sealed.—The form of præcipe is given, No. 2.

8. The party applying for a citation to be sealed shall, on depositing the præcipe in the registry, give an address within three miles of the General Post-office, at which it shall be sufficient to leave all notices, instruments, and other proceedings not by these rules and orders expressly requiring personal service.

9. Before a party can proceed after the service of a citation, unless by the express leave of the Court, an appearance must have been previously entered by or on the behalf of the party cited, or an affidavit of personal service of the citation must have been filed in the registry.

10. In cases where personal service cannot be effected, application may be made to the judge ordinary, upon motion in open court, to substitute some other mode of service, or to dispense with service altogether.

11. Personal service of a citation shall be effected by leaving a copy of the citation with the party cited, and producing the original, if required by him or her so to do.

12. Every entry of an appearance shall be accompanied by an address within three miles of the General Post-office, at which it shall be sufficient to leave all notices, instruments, and other proceedings.

13. After personal service of citation has been effected, the citation, with the certificate of service indorsed thereon, shall be forthwith returned into and filed in the registry.

14. Within twenty-one days from the service of the citation, the respondent shall file his or her answer in the registry, otherwise the petitioner shall be at liberty to proceed to proof of the petition. A form of answer is given, No. 4.

15. Every answer which contains matter other than a simple denial of the facts stated in the petition, shall be accompanied by an affidavit made by the respondent, verifying such other or additional matter, and such affidavit shall be filed with the answer.

16. In cases involving a decree of nullity of marriage, or a decree of judicial separation, or a dissolution of marriage, or a decree in a suit of jactitation of marriage, the respondent shall, in the affidavit filed with the answer, further state that there is not any collusion or connivance between the deponent and the other party to the marriage.

17. The respondent shall file his or her answer in the registry, and on the same day deliver to the petitioner, or his or her proctor, solicitor, or attorney, a copy thereof.

18. Within fifteen days from the filing of the answer the petitioner may file a reply thereto, and the same period shall be allowed for bringing in and filing any further statement by way of answer to such replication.

19. If either party desire to amend his or her petition, answer, or subsequent statement, it may be done by permission of the Judge Ordinary, and in such form and under such terms as the Judge Ordinary may approve.

20. When the proceedings have raised the questions of fact necessary to be determined, either party may, within fifteen days from the filing of the last proceeding, apply to the Judge Ordinary to direct the truth of any question of fact arising in the proceedings to be tried by a jury.

21. If neither party claim that the cause shall be heard before a jury, the Judge Ordinary shall determine whether the same shall be tried by a jury or before the Court itself, and whether by oral evidence or upon affidavit.

22. Whenever a case is to be tried before a jury, the Judge Ordinary shall direct the questions at issue to be stated in the form of a record, to be settled by one of the registrars.—A form of record is given, No. 11.

23. After the record has been so settled, either party shall be at liberty to apply to the Judge Ordinary to alter or amend the same, and his decision shall be final, and binding on the parties.

24. The petitioner shall file the record and set down the cause as ready for trial, and on the day upon which it is set down shall give notice of his or her having done so to each party for whom an appearance has been entered; and if the petitioner delay filing the record and setting down the cause as ready for trial, for the space of one month from the day on which the record was finally settled, the respondent may file the record and set the cause down as ready for trial, and give a similar notice to the petitioner and the aforesaid other parties. A copy of every such notice shall be filed in the registry, and the cause, unless the Judge Ordinary shall otherwise direct, shall come on in its turn.

25. When an affidavit establishing the factum of a marriage between the parties has been filed, and the husband has appeared in the cause, the wife may proceed to file a petition for alimony, in substance according to the form No. 12; and a copy of such petition shall be served on the husband, or on his proctor, solicitor, or attorney, on the same day.

26. The husband shall, within eight days after a petition for alimony has been filed, file his answer thereto upon oath, and on the same day deliver a copy thereof to the wife, or to her proctor, solicitor, or attorney.

27. The wife, subject to any order as to costs, may, if not satisfied with the husband's answer, examine witnesses in support of her petition for alimony.

28. After the answer of the husband has been filed, the wife may, at its next sitting, move the Court to decree her alimony pendente lite; provided that the wife shall, two days at least before she so moves the Court, give notice to her husband, or to his proctor, solicitor, or attorney, of her intention so to do.

29. A wife who has obtained a decree of judicial separation in her favour, and has previously filed her petition for alimony, may, unless in cases where an appeal to the full Court is interposed, move the Court to decree her permanent alimony; provided that she shall, eight days at least before making any such motion, give notice to the husband, or to his proctor, solicitor, or attorney, of her intention so to do.

30. Where a decree of judicial separation has been pronounced, it shall not be necessary for either party to enter into a bond conditioned against marrying again.

31. Every subpœna shall be written or printed on parchment, and may include the names of any number of witnesses. The party issuing the same, or his or her proctor, solicitor, or attorney, shall take it, together with a præcipe, to the registry, and there get it signed and sealed, and there deposit the præcipe. —Forms of subpœna are given, Nos. 6 and 8; and forms of præcipe, Nos. 7 and 9.

32. The petitioner or respondent may call upon the other party, by notice in writing, to admit any document, saving any just exceptions; and in case of refusal or neglect to admit the same, the costs of proving the document shall be paid by the party so neglecting or refusing, whatever the result of the cause may be, unless the Judge Ordinary shall certify that the refusal to admit was reasonable; and when such notice to admit has not been given, no costs of proving any document shall be given, except in cases where the omission to give the notice is in the opinion of the registrar a saving of expense.

33. The hearing of the cause shall be conducted in court, and the counsel shall address the Court, subject to the same rules and regulations as now obtain in the courts of Common Law.

34. The registrar shall, in cases tried by a jury, enter on the record the finding of the jury and the decree of the Court, and shall sign the same. In all cases the registrar shall enter the decree of the Court in the court book.

35. In cases to be tried upon affidavit, the petitioner and respondent shall file their affidavits within eight days from the filing of the last proceeding.

36. Counter affidavits to any facts stated in any such affidavits may be filed by either party within fifteen days from the filing of the affidavit which they are intended to answer.

37. Affidavits in reply to counter-affidavits may be filed by permission of the Judge Ordinary, granted on motion or summons, but not otherwise.

38. Applications to produce a deponent in the cause, for the purpose of cross-examination, shall be made on summons to the Judge Ordinary sitting in chambers.

39. Applications on the part of a wife deserted by her husband for an order to protect her earnings and property, acquired since the commencement of such desertion, shall be made on summons to the Judge Ordinary in chambers, and supported by affidavit.—A form of application is given, No. 13.

40. Applications for the discharge of any order made to protect the earnings and property of the wife are to be founded on affidavit.

41. Petitions to the Court for the reversal of a decree of judicial separation must set out the grounds upon which the petitioner relies, as in Form No. 14.

42. Any person desirous of prosecuting a suit in formâ pauperis shall lay a case before counsel, and obtain an opinion from such counsel that he or she has reasonable grounds for applying to the Court for relief.

43. No person shall be admitted to prosecute a suit in formâ pauperis without the order of the Judge Ordinary; and to obtain such order the case laid before counsel for his opinion, and his opinion thereon, with an affidavit of the party or of his or her attorney that the same case contains a full and true statement of all the material facts, to the best of his or her knowledge and belief, and an affidavit by the party applying that he or she is not worth £25, after payment of his or her just debts, save and except his or her wearing apparel, shall be produced at the time such application is made.

44. Where a pauper omits to proceed to trial pursuant to notice, he or she may be called upon by summons to show cause why he or she should not pay costs, though he or she has not been dispaupered, and why all further proceedings should not be stayed until such costs be paid.

45. Every application for a new trial in respect of causes tried before a jury is to be lodged in the registry within a month from the day on which the cause was tried.

46. If the petitioner or respondent, unless by leave of the Judge Ordinary previously obtained, fail to deliver the answer, reply, or other proceeding within the time specified in these rules, the other party shall not be compelled to receive the same, unless by direction of the Judge Ordinary. The expense of every such application to the Judge Ordinary shall fall on the party causing the delay, unless the Judge Ordinary shall otherwise direct.

47. Where a special time is limited for filing affidavits, no affidavit filed after that time shall be used unless by leave of the Judge Ordinary.

48. Wherever it becomes necessary to give a notice to the opposite party in the cause, such notice shall be in writing, signed by the party, or by his or her proctor, solicitor, or attorney.

49. The addition and true place of abode of every person making an affidavit is to be inserted therein.

50. In every affidavit made by two or more persons the names of the several persons making it are to be written in the jurat.

51. No affidavit shall be read or made use of in any matter depending in court in the jurat of which there is any interlineation or erasure.

52. Where an affidavit is made by any person who is blind, or who, from his or her signature or otherwise, appears to be illiterate, the person before whom such affidavit is made is to state in the jurat that the affidavit was read in the presence of the party making the same, and that such party seemed to, and according to the belief of such person did, understand the same, and also that the said party made his or her mark, or wrote his or her signature, in the presence of the person before whom the affidavit was made.

53. No affidavit is to be deemed sufficient which has been sworn before the party on whose behalf the same is offered, or before his or her proctor, solicitor, or attorney, or before a clerk of his proctor, solicitor, or attorney.

54. A proctor, solicitor, or attorney, and their clerks respectively, if acting for any other proctor, solicitor, or attorney, shall be subject to the rules in respect to taking affidavits which are applicable to those in whose stead they are acting.

55. The registry of the Court for Divorce and Matrimonial Causes, and the clerks employed therein, shall be subject to and under the control of the registrars of the principal registry of the Court of Probate, in the same way and to the same extent as the principal registry of the Court of Probate and the clerks therein is and are.

56. The record keepers, the clerk of papers, the sealer, the ushers, and other officers belonging to the Court of Probate, shall discharge the same duties in the Court for Divorce and Matrimonial Causes, and in the registry thereof, as they discharge in the Court of Probate and the principal registry thereof.

57. The Judge Ordinary shall in every case in which a time is fixed by these rules for the performance of any act, have power to extend the same to such time and with such qualifications and restrictions, and on such terms, as to him may seem fit.

FORMS,

WHICH ARE TO BE FOLLOWED AS NEARLY AS THE CIRCUMSTANCES OF EACH CASE WILL ALLOW.

No. 1.—*Citation.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

To A. B., of ——, in the county of ——.

WHEREAS C. B., of ——, claiming to have been lawfully married to you the said A. B., has filed her petition against you in our said court, praying for ——, wherein she alleges that you have committed adultery [*or* have been guilty of cruelty towards her the said C. B., *or as the case may be*]: NOW THIS IS TO COMMAND YOU, that within eight days of the service of this on you, inclusive of the day of such service, you do appear in our said court then and there to make answer to the said petition, a copy whereof, sealed with the seal of our said court, is herewith served upon you. AND TAKE NOTICE, that, in default of your so doing, the Judge Ordinary of our said court [*or* the Judges of our said court] will proceed to hear the

said charge [*or* charges] proved in due course of law, and to pronounce sentence therein, your absence notwithstanding.

(Signed) E. F., *Registrar.*
(L.S.)

Indorsement to be made after Service.

This citation was duly served by G. H. on the within-named A. B., of ——, at ——, on the —— day of ——, 18—.

(Signed) G. H.

No. 2.—*Præcipe for Citation.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

Citation for A. B., of ——, against C. B., of ——, for a judicial separation by reason of adultery [*or as the case may be*].

(Signed) P. A., proctor, solicitor, *or* attorney for the said C. B. [*or* C. B. in person].

No. 3.—*Petition for Divorce.*

To the Judge Ordinary of Her Majesty's Court for Divorce and Matrimonial Causes.

The —— day of ——, 18—.

The petition of A. B., of ——, showeth,—

1. That your petitioner was on the —— day of ——, 18—, lawfully married to C. B., then C. Z., widow, at ——.

2. That after his said marriage your petitioner lived and cohabited with his said wife at —— and at ——, and that your petitioner and his said wife have had issue of their said marriage three children; to wit, one son and two daughters:

3. That on the —— day of ——, 18 , and other days between that day and ——, the said C. B., at ——, in the county of ——, committed adultery with R. S.:

4. That in and during the months of January, February, and March, 18—, the said C. B. frequently visited the said R. S. at ——, and on divers of such occasions committed adultery with the said R. S.

Your petitioner therefore humbly prays,—

That your Lordship will be pleased to decree:

[*Here set out the relief sought.*]

And that your petitioner may have such further and other relief in the premises as to your Lordship may seem meet.

And your petitioner will ever pray, &c.

No. 4.—*Form of Answer.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

The —— day of ——, 18—.

A. B. *v.* C. B.

The respondent C. B., by P. A. her proctor, solicitor, *or* attorney [*or* in person], saith,—

1. That she denies that she committed adultery with R. S., as set forth in the said petition:

2. Respondent further saith, that on the —— day of ——, 18—, and on other days between that day and ——, the said A. B., at ——, in the county of ——, committed adultery with X. Y.

[*In like manner respondent is to state connivance, condonation, or other matters relied on as a ground for dismissing the petition.*]

Wherefore this respondent humbly prays,—

That your Lordship will be pleased to reject the prayer of the said petition and decree, &c.

And this respondent will ever pray, &c.

No. 5.—*Entry of an Appearance.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

A. B., petitioner, *v.* C. B., respondent. } The respondent C. B. appears in person [*or* E. F., proctor, solicitor, *or* attorney for C. B., appears for the respondent].

[*Here insert the address required by rule No.* 13.]

Entered this —— day of ——, 18—.

No. 6.—*Form of Subpœna ad testificandum.*

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to [*names of all witnesses included in the subpœna*], greeting. We command you and every of you to be and appear in your proper persons before [*insert the name of the Judge*], Judge Ordinary of our Court for Divorce and Matrimonial Causes, at ——, on ——, the —— day of ——, 18—, by —— of the clock in the forenoon of the same day, and so from day to day until the cause or proceeding is tried, to testify the truth, according to your knowledge, in a certain cause now in our court before our said Judge depending [*or* now before our said court depending], between A. B., petitioner, and C. B., respondent [*or* in a certain cause or proceeding now in our court before our said Judge depending (*or* now before our said court depending), in default of the appearance of ——], on the part of the [petitioner *or* respondent, *or as the case may be*], and at the aforesaid day between the parties aforesaid to be tried [*or* in default as aforesaid, between the parties aforesaid to be tried]. And this you nor any of you shall in nowise omit, under the penalty of every of you of £100. Witness [*insert the name of the Judge*], at the Court for Divorce and Matrimonial Causes, the —— day of ——, 18—, in the —— year of our reign.

(Signed) E. F., *Registrar.*

No. 7.—*Præcipe for Subpœna ad testificandum.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

Subpœna of [*insert witnesses' names*], to testify between A. B., petitioner, and C. B., respondent, on the part of the petitioner [*or* respondent].

(Signed) { A. B., / C. D., } *or* { P. A., petitioner's [*or* respondent's] proctor, solicitor, *or* attorney.

No. 8.—*Subpœna duces tecum.*

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to [*names of all parties included in the subpœna*], Greeting. We command you and every of you to be and appear in your proper persons before [*insert the name of the Judge*], Judge Ordinary of our Court for Divorce and Matrimonial Causes [*or* before our said Court, *as the case may be*], at ——, on ——, the —— day of ——, by —— of the clock in the forenoon of the same day, and so from day to day until the cause or proceeding is heard, and also that you bring with you, and produce at the time and place aforesaid [*here describe shortly the deeds, letters, papers, &c., required to be produced*], then and there to testify and show all and singular those things which you or either of you know, or the said deed or instrument doth import, of and concerning a certain cause or proceeding now in our said Court before our said Judge Ordinary [*or* now before our said court, *as the case may be*] depending, between A. B. petitioner and C. B. respondent [*or* in a certain cause or proceeding now in our said Court before our said Judge Ordinary (*or* now before our said Court) depending, in default of the appearance of ——], on the part of the petitioner [*or* respondent], and on the aforesaid day between the parties aforesaid to be tried. And this you nor any of you shall in nowise omit, under the penalty of every of you of £100. Witness [*insert the name of the Judge*], at our Court for Divorce and Matrimonial Causes, the —— day of ——, 18—, in the —— year of our reign.

(Signed) E. F., *Registrar.*

No. 9.—*Præcipe for Subpœna duces tecum.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

Subpœna for —— to testify and produce, &c., between A. B, petitioner, and C. B., respondent, on the part of the petitioner [*or* respondent].

(Signed) { A. B. / C. B. } *or* { P. A., petitioner's [*or* respondent's] proctor, solicitor, *or* attorney.

No. 10.—*Notice to admit Documents.*

A. B. *v.* C. B.

In Her Majesty's Court for Divorce and Matrimonial Causes.

Take notice, that the petitioner / respondent in this cause proposes to adduce in evidence the several documents hereunder specified, and that the same may be inspected by the respondent / petitioner at —— on ——, between the hours of —— and ——; and the respondent / petitioner is hereby required, within forty-eight hours from the last-mentioned hour, to admit that such of the said documents as are specified to be originals were respectively written, signed, or executed as they purport respectively to have been, that such as are specified to be copies are true copies, and that such documents as are stated to have been served, sent, or delivered, were so served, sent, or delivered respectively, saving all just exceptions to the admissibility of all such documents as evidence in the cause.

To { C. B. / A. B. } *or* to E. F., proctor, solicitor, *or* attorney for {

(Signed) { A. B. / C. B. } *or* G. H., proctor, solicitor, *or* attorney for {

[*Here describe the documents.*]

No. 11.—*Form of Record.*

In Her Majesty's Court for Divorce and Matrimonial Causes.

The —— day of ——, 18—.

A. B. *v.* C. B.

A. B. did, in his petition presented in this cause, allege that C. B. did, to wit, on the —— day of ——, 18—, commit adultery with R. S.

[*Here insert the allegations of the petition.*]

C. B. did, in answer thereto, deny [*insert the denial and any other necessary matters contained in the answer*]. Whereupon the said A. B. denied that [*here insert the substance of the replication, if any, and so on for the further statements, if any*].

Therefore let a jury come.

No. 12.—*Petition for Alimony.*

To the Judge Ordinary of Her Majesty's Court for Divorce and Matrimonial Causes.

C. B. *v.* A. B.

The —— day of ——, 18—.

The petition of C. B., the lawful wife of A. B., showeth,—

1. That the said A. B. has for many years carried on the business of ——, at ——, and from such business derives the net annual income of £ ——.

2. That the said A. B. holds —— shares of the —— Railway Company, amounting in value to £ ——, and yielding a clear annual dividend to him of £ ——.

3. That the said A. B. is possessed of stock-in-trade in his said business of ——, to the value of £——.

[*And so on for any other faculties which the husband may possess.*]

Your petitioner therefore humbly prays,—

That your Lordship will be pleased to decree her such sum or sums of money by way of alimony pendente lite [*or* permanent alimony] as to your Lordship shall seem meet.

And your petitioner will ever pray, &c.

No. 13.—*Form of Application under Section* 21.

To the Judge Ordinary of the Court for Divorce and Matrimonial Causes.

The application of C. B., of ——, the lawful wife of A. B., showeth,—

That on the —— day of —— she was lawfully married to A. B., at ——:

That she lived and cohabited with the said A. B. for —— years at ——, and also at ——, and hath had —— children, issue of her said marriage, of whom —— are now living with the applicant, and wholly dependent upon her earnings:

That, on or about ——, the said A. B., without any reasonable cause, deserted this applicant, and hath ever since remained separate and apart from her:

That since the desertion of her said husband this applicant hath maintained herself by her own industry [*or* on her own property, *as the case may be*], and hath thereby and otherwise acquired certain property, consisting of [*here state generally the nature of the property*].

Wherefore she prays an order for the protection of her earnings and property acquired since the said —— day of ——, from the said A. B., and from all creditors and persons claiming under him.

No. 14.—*Petition for Reversal of Decree.*

To the Judge Ordinary of Her Majesty's Court for Divorce and Matrimonial Causes.

The —— day of ——, 18—.

The petition of A. B., of ——, showeth—

1. That your petitioner was, on the —— day of ——, lawfully married to ——.

2. That, on the —— day of ——, your Lordship, at the petition of ——, pronounced a decree affecting this petitioner, to the effect following, to wit:—

[*Here set out the decree.*]

3. That such decree was obtained in the absence of your petitioner, who was then residing at ——.

[*State facts tending to show that the petitioner did not know of the proceedings; and further, that had he known he might have offered a sufficient defence.*]

or,

That there was reasonable ground for your petitioner leaving his said wife, for that his said wife [*here state any legal grounds justifying the petitioner's separation from his wife.*]

Your petitioner, therefore, humbly prays—

That your Lordship will be pleased to reverse the said decree.

And your petitioner will ever pray, &c.

TABLE OF FEES.

	£	s.	d.
On every citation	0	5	0
On entering appearance	0	2	6
Filing a petition	0	5	0
Filing an answer	0	5	0
Filing a reply	0	5	0
Filing any further replication to a petition	0	5	0
Filing application for an order for the protection of a wife's earnings and property	0	5	0
Filing application for discharge of such order	0	5	0
Filing interrogatories	0	5	0
Filing answer of each deponent to interrogatories	0	5	0
On every motion by counsel, inclusive of filing the case for motion	0	5	0
Entering order of the Court on motion	0	5	0
Summons to attend in chambers	0	2	6
For entering order of Court on summons	0	2	6
Filing notice	0	1	0
On depositing the record	1	0	0
For the settling of the record by one of the registrars	1	0	0
Setting a cause down for hearing or trial	0	5	0
Entering sentence or final decree in a cause	0	10	0
Entering special verdict, if five folios of seventy-two words or under	0	2	6
If exceeding five folios, per folio of seventy-two words	0	0	6
Entering decree or order in pursuance of a written judgment from the Judge of an Ecclesiastical Court	0	10	0
Entering any decree or order for alimony	0	5	0
Entering order directing how damages shall be applied	0	5	0
Entering order providing for custody, maintenance, or education of children, if two folios of seventy-two words or under	0	5	0
Entering order for settlement of the wife's property, if two folios of seventy-two words or under	0	5	0
If either of the above orders exceed five folios, for each additional folio	0	2	0
Entering any minute, order, or decree in the Court Book other than the decrees or orders before specified	0	2	6
On withdrawal of a cause after same is set down for hearing, to be paid by the party at whose instance it is withdrawn	0	5	0
On the hearing or trial of a cause:			
From the plaintiff	1	0	0
From the defendant or defendants	0	15	0
If the hearing or trial continues more than one day, for each day:			
From the plaintiff	0	10	0
From the defendant or defendants	0	10	0
Producing the Judge's notes	0	5	0
Bill of exceptions signed by the Judge	0	5	0
Entering on the record the finding of the Jury or the decision of the Judge	0	5	0
On every subpœna	0	2	6
On a certificate under the hand of the Judge	0	2	6
On every commission issuing under seal of the Court	1	0	0
Writ of attachment	0	7	6
Writ of sequestration	1	0	0
On lodging instrument of appeal	0	10	0
Search in Court Books, if within the last two years	0	1	0
If at an earlier period than within two years	0	2	
In case the Court Books to be searched or the documents required are not in the Registry, in addition to the above	0	2	6
Filing and entry of remission of appeal	0	10	0
Filing exhibits, not exceeding ten, for each exhibit	0	1	0
Exceeding ten, but not exceeding twenty	0	10	0
Exceeding twenty, but not exceeding fifty	0	15	0
If exceeding fifty	1	0	0
Office copies of minutes, orders, or decrees, Judge's notes or other documents filed in a cause:			
If five folios of seventy-two words or under	0	2	6
If exceeding five folios of seventy-two words, per folio	0	0	6
In case the same are under seal of the Court, in addition for the seal	0	5	0
Filing every affidavit or other document brought into Court or deposited in the Registry for filing which no fee is before specified	0	2	6
Taxing every bill of costs:			
If three folios of seventy-two words or under	0	2	6
If exceeding three folios of seventy-two words			
When taxed as between party and party, per folio	0	0	6
When taxed as between practitioner and client, per folio	0	1	0
For administering oaths to each deponent	0	1	0
Examiner appointed to take evidence under a commission for examination of witnesses, for each day's attendance, besides travelling expenses	3	3	0

Registration of Title.

ABSTRACT OF MR. W. D. LEWIS'S BILL.

(*Continued from page* 266.)

And with respect to the possession of lands not being consistent with or being adverse to the registered ownership, be it enacted as follows:

78. Nothing in this Act contained shall be deemed, taken, or construed to give effect to the title conferred by registered ownership, or any transfer of the registered ownership, to the exclusion of any title adverse thereto or independent thereof of the person who for the time being may be in possession or in receipt of the rents and profits of the lands forming the subject of such registered ownership, nor shall the title of the registered owner be deemed or taken, by virtue or in respect merely of the ownership being registered in his name, to be paramount

the title of the person in possession of the lands, where such possession is adverse to or independent of and not represented by the ownership of or vested in the registered owner, nor shall any registered owner, or any person dealing with or proposing to take a transfer from any registered owner, be exonerated from the effect of the possession of the lands forming the subject of the registered ownership, being (if the same in any case shall be) adverse to the registered ownership, or the title manifested or represented by such registered ownership.

79. When and so soon as the title of the registered owner, or the title manifested or represented by the ownership registered in his name, shall have become barred by a title gained by a possession adverse to or independent of and not represented by the registered ownership, then the registered owner shall not be at liberty to retain the registered ownership, or to remain on the register as registered owner, but he shall be bound to make a grant of the registered ownership of the lands in question to the person who shall so have gained a title by possession as aforesaid, or if he shall refuse so to do the registered ownership standing in his name shall be cancelled, upon the order of a judge of a court of equity being made to that effect: Provided always, that nothing in this clause contained shall in any manner affect or concern any person who shall actually become registered owner by transfer from or under the before-mentioned registered owner so bound to make such grant as aforesaid, other than a person who shall become such registered owner or transferee without valuable consideration or by fraud.

80. Nothing in the said —— and —— clauses contained shall be deemed or taken to affect any person taking or proposing to take a transfer from the registered owner of the lands of which he is the registered owner, with notice of or any obligation to inquire into or concern himself as to any deeds, wills, instruments of title, or documents, matters, or things by virtue or in respect whereof the person in possession may have or claim such a possession, or may have or claim title to the lands in question, or of any trusts or equities which may be subsisting in his favour, as against the registered owner, as to the lands in question, or of the state of the title as between him and the registered owner, as to the lands in question, but it shall be sufficient if the person taking or proposing to take a transfer of the registered ownership from or dealing concerning the same with the registered owner, shall, in any such case, as in this clause mentioned, give notice in writing, through the register office (according to such rules and regulations as to service and otherwise, as shall be made and prescribed by the registrar), to the person in possession or in receipt of the rents and profits of the lands forming the subject of the registered ownership, stating that he is about to take a transfer of the registered ownership of such lands from the registered owner (naming him), and that such transfer will be proceeded with and completed, unless within fourteen days next after the service of such notice the person to whom such notice shall be given shall obtain and serve an order by way of injunction to the contrary; and if in any such case, upon such notice being given, the person in possession or in receipt of the rents and profits of such lands shall not, within fourteen days next after the service of such notice, obtain and serve upon the person giving the same the order of a court of law or equity injoining the registered owner from making, executing, or effecting any transfer of the registered ownership, or any transfer thereof other than such as shall be specified in such order, the transfer or proposed transfer of such registered ownership to the person giving such notice as aforesaid may be proceeded with and completed, and shall be effectual to pass and confer the title to the lands forming the subject thereof, according to the provisions of this Act touching the transfer of registered ownerships, as well against and so as to bind the person in possession or in receipt of the rents and profits as aforesaid, as all other persons whomsoever, and the possession of such person shall, by such proceedings as aforesaid, be taken to be ascertained and proved not adverse to or independent of the registered ownership, but, on the contrary, to be manifested and represented thereby, and bound by the transfer thereof, in like manner as if the registered owner had been or were in such case himself in possession or in receipt of the rents and profits.

81. Provided always, that any person who shall become registered owner by transfer without valuable consideration, or transferee of the registered ownership without valuable consideration, shall be subject, in any case in which the possession may be adverse to or independent of the registered ownership so transferred, to the right or title (whatever it may be) of the person having such possession; but this provision shall not extend or apply to any person subsequently becoming registered owner, or transferee of the registered ownership, unless he shall be also a transferee without valuable consideration or by fraud, claiming title immediately from such first-mentioned transferee.

And with respect to the transfer of the registered ownership, and the operation and effect of such transfer, be it enacted as follows:—

82. From the first registration under this Act, the title to the lands, or the registered ownership thereof, both at law and in equity, shall pass, except where otherwise specially provided for, by a simple deed of grant from the registered owner to the person intending to become registered owner in his place (and which deed may be in the form in schedule B.), or by a deed naming the proposed registered owner, as mentioned in section 60 of this Act, and by cancelling the name of the registered owner making such grant or deed in the entry of the ownership of the lands included therein, and entering the name of the transferee or person named in such grant or deed as owner of such lands upon the register of the same lands, in the place of the former registered owner, but such deed of grant or other deed shall not be entered on or referred to in the register.

83. The title deeds of lands the ownership whereof may be registered under this Act may be retained by the persons holding or entitled to hold the same, and need not be delivered up to the registrar, or deposited at the register office.

84. The title to any lands forming the subject of a registered ownership shall, upon the transfer of such registered ownership in manner hereinbefore provided, vest in such new registered owner (notwithstanding any defect in the title arising subsequently to the first registration under this Act), discharged from all prior estates, leases, rights, titles, interests, charges, incumbrances, claims, and demands whatsoever, which may have been created in or may have arisen in respect of such lands since the first registration under this Act, and which, but for this Act, might be set up in respect of the same lands, or the registered or unregistered ownership thereof, by any person whomsoever, or on any account whatsoever, except such charges as shall appear in the register of charges, and such leases as shall appear in the register of leases affecting such lands, and except such leases not exceeding twenty-one years as hereinbefore mentioned, and except also such easements, rights of common, fishery, and sporting, heriots, quitrents, and rentcharges in lieu of tithes, as in section 56 of this Act mentioned.

And with respect to mortgages and charges, and the registration thereof, and the effect of such registration, be it enacted as follows:—

85. Every mortgage, security for money, pledge, hypothecation, or charge affecting lands, and every rentcharge or chief rent or other perpetual rent or annuity (except heriots and quitrents, and all redeemed or purchased land-tax), shall be deemed and taken to be charges, and comprised in the word "charge" or the word "charges," whenever the same is used in this Act, except where a contrary intention appears.

86. Every charge made of or created as to the fee of any lands before the passing of this Act, or after such passing and before the commencement of registration, or capable of arising as to such lands at the time of such commencement of registration, may either be registered or entered in the register of charges hereinafter mentioned, or if not so registered or entered shall be deemed to be within and subject to the provisions in this Act contained with respect to the estates, rights, and interests hereinbefore referred to as "existing interests."

87. Save as herein provided with respect to "existing interests," in the case of any such existing charge as aforesaid not being registered under this Act, and becoming subject to the aforesaid provisions as to existing interests, and save as herein provided with respect to charges registered under this Act, in the case of any such existing charge being so registered, no charge made or created before or capable of arising at the time of the commencement of registration in respect of any lands shall be prejudiced or affected by any of the provisions of this Act.

88. Every charge which shall be made after the commencement of registration, and which is hereby required to be registered, shall be registered in the register of charges hereinafter mentioned; and all the powers and authorities incident, attached, or pertaining to such charge shall, by the registry of the charge, be deemed and taken to be also registered; and no title or ownership, other than such charge, shall be registered in respect of any mortgage, unless and until the mortgagee shall obtain or be in possession of the lands comprised in the mortgage or some part thereof by virtue or in respect of such mortgage, or shall have foreclosed the equity of redemption of such lands or some part thereof.

89. Every charge of or upon lands which shall be made,

take place, or arise after the commencement of registration, and which shall in terms extend to or include or be intended to extend to or include the fee or inheritance of or whole interest in such lands, or which shall not in terms be confined to an interest less than the fee or inheritance of or whole interest in such lands, shall depend for its efficacy upon the registration in the manner herein provided of the same charge or the particulars thereof; and every charge of or upon lands to the efficacy whereof such registration as aforesaid is hereby made necessary shall, so far as regards the lands included or intended to be included therein or affected or intended to be affected thereby, be void as against any person claiming any title or ownership to or of or charge on or lease of such lands which may subsequently be duly registered in the manner herein provided, unless such charge has been registered in the manner herein provided before the registration of such subsequently registered title or ownership, charge or lease.

90. Every such charge which shall be so registered, and the lands forming the subject of such registered charge, shall, subject to the provisions herein contained with respect to the period of twenty years, and with respect to parliamentary title and warranted title, and the other provisions herein contained, be deemed and taken to be subject to all estates and interests, including all charges and leases, whether legal or equitable, created before or existing or capable of arising or taking effect in respect of such lands at the time of the first registration under this Act of the ownership of such lands, or the registration of such charge (whichever shall first happen), other than any ownership, charge, or lease created subsequently to the commencement of registration, and hereby required to be registered, but not in fact registered, under this Act, and also to all such easements, rights of common, fishery, and sporting, heriots, quitrents, and rentcharges in lieu of tithes, as are in the 56th section of this Act mentioned, and may at the time of such registration affect or be issuing out of or charged upon the lands forming the subject of such registered charge or any part thereof.

91. Every such charge so required to be registered as aforesaid shall be so registered or entered in the register as to show in the case of any mortgage or security for money, or pledge or hypothecation or charge, besides the name of the registered owner of the charge, the amount or sum of money secured or expressed to be secured or made payable thereby, and the rate of interest made payable thereon, and the date of the instrument or the time of the transaction or contract creating or containing the mortgage security, pledge, or hypothecation, or charge, or under which the same respectively shall arise, and in the case of any rentcharge or chief rent, or other perpetual rent or annuity, or any redeemed or purchased land tax, besides the name of the registered owner of the same, the amount of the annual sum made payable by the instrument creating such rentcharge, chief rent, or annuity, or the annual amount of the land tax so redeemed or purchased, and the date of the instrument or the time of the transaction or contract creating the rentcharge, chief rent, rent, or annuity, or the right to the redeemed or purchased land tax, or under which the same respectively shall arise, but not, except where the registrar may for special reasons deem the same necessary, any other particulars.

92. All charges required to be registered by this Act shall be registered in the names of persons to be and remain registered owners of such charges respectively, for the purposes of this Act; and all the provisions herein contained touching the registered owners of lands, and the registered ownership of lands, and the qualities and incidents of such ownership, and the transfer of such registered ownerships, under this Act, and the effect thereof, shall (save where otherwise expressly provided) be deemed and taken to apply, as far as in the nature of the case may be, to the registered owners of charges, and the registered ownerships of charges, and the transfer of such registered ownerships.

93. The Registrar-General shall have full jurisdiction to prescribe such forms and lay down and frame such rules and regulations as he shall deem proper for the purpose of more fully carrying out the said last-mentioned provision, and for the purpose of adapting the regulations and machinery of the register office as herein set forth with reference to the registered ownership of lands to the registration of the ownership of charges.

94. The priorities of registered charges on lands, for the purposes of this Act, shall be determined and decided, as to all charges created, made, or arising after the commencement of registration, solely and exclusively by the order of the dates or times when such charges respectively shall be registered under this Act, and which dates or times shall be entered or stated in or shall appear on the register of such charges.

95. Notwithstanding the provisions hereinbefore contained for the registration of charges, any such charge as aforesaid which as to any lands shall be created or made or shall arise after the commencement of registration, and shall happen not to be registered as to such lands, may have effect as constituting or being the unregistered ownership, or part of the unregistered ownership of such lands; and in such case the same shall be subject to the provisions herein contained with regard to unregistered ownerships.

96. In order to entitle a person to have a charge registered under this Act, either such charge shall be made by the registered owner, or the consent of the registered owner to the registration thereof shall be produced to the registrar, or the order or authority of a judge in equity for the registration of the same shall be obtained, or such evidence as the registrar shall deem necessary of the right to have the same registered shall be produced to the registrar.

With respect to registration of leases, be it enacted as follows:—

97. Every lease of lands, other than such leases as are mentioned in the 56th section of this Act, which shall be made after the commencement of registration, shall depend for its efficacy upon the registration in the manner herein provided of the same lease; and every lease to the efficacy whereof such registration as aforesaid is hereby made necessary shall, so far as regards the lands included or intended to be included therein, or affected or intended to be affected thereby, be void as against any person claiming any title or ownership to or of, or charge on or lease of, such lands which may subsequently be duly registered in the manner herein provided, unless such lease has been registered in the manner herein provided before the registration of such subsequently registered title or ownership, charge or lease.

98. Every such lease which shall be so registered shall be taken to be subject and affected in like manner as charges registered under this Act are by the 19th section of this Act declared to be subject and affected.

99. Every such lease so required to be registered as aforesaid shall be so registered or entered in the register as to show, besides the name of the registered owner of the lease, the length or duration of the term of such lease, the date of the lease, and the amount of the rent or rents reserved thereby, but not, except where the registrar may for special reasons deem the same necessary, any other particulars.

100. All leases required to be registered by this Act shall be registered in the names of persons to be and remain registered owners of such leases respectively for the purposes of this Act; and all the provisions herein contained touching the registered owners of lands, and the registered ownership of lands, and the qualities and incidents of such ownership, and the transfer of such registered ownerships, under this Act, and the effect thereof, shall (save where otherwise expressly provided) be deemed and taken to apply, as far as in the nature of the case may be, to the registered owners of leases, and the registered ownerships of leases, and the transfer of such registered ownerships.

101. The registrar shall have full jurisdiction to prescribe such forms and lay down and frame such rules and regulations as he shall deem proper for the purpose of more fully carrying out the said last-mentioned provision, and for the purpose of adapting the regulations and machinery of the register office as herein set forth with reference to the registered ownership of lands to the registration of the ownership of leases.

102. Notwithstanding the provisions hereinbefore contained for the registration of leases, any such lease as aforesaid which as to any lands shall be created or made after the commencement of registration, and shall happen not to be registered as to such lands, may have effect as unregistered ownership or part of the unregistered ownership of such lands; and in such case the same shall be subject to the provisions herein contained with regard to unregistered ownerships.

103. In order to entitle a person to have a lease registered under this Act, either such lease shall be made by the registered owner, or the consent of the registered owner to the registration thereof shall be produced to the registrar, or the order or authority of a judge in equity for the registration of the same shall be obtained, or such evidence as the registrar shall deem necessary of the right to have the same registered shall be produced to the registrar.

104. Notwithstanding the provisions hereinbefore contained requiring the date of the instrument creating a charge to appear on the register of the charge, and the date of the lease to appear on the register of the lease, no registered owner or per-

son becoming registered owner of the lands affected by such charge or lease, and no transferee of such registered charge or lease, and no registered owner of any other charge or lease of or on the same lands shall be deemed to be affected by notice of the instrument the date of which shall so appear on the register, or of any rights, interests, or equities affecting such registered charge or lease, other than the particulars of such charge or lease expressly stated in the registry thereof, pursuant to the provisions hereinbefore contained; nor shall the register of the ownership of the lands in question, or of charges or leases thereof, or of any transfers or transfer of the same respectively, or the effect of such transfers, under the other provisions herein contained, be in any manner prejudiced or affected by any equity, right, or title which, if this Act were not passed, would or might attach or be set up against or in respect of the lands in question, by reason or on the ground or in consequence of notice of any such instrument as aforesaid affecting any person interested in such lands.

And with respect to voluntary applications for the registration of the ownership of lands, be it enacted as follows :—

105. Any owner of lands, and any tenant for life or other person having a limited interest in lands, who may be desirous of having the ownership of such lands registered under the provisions of this Act, may make application to the registrar for such registration; and such application shall contain such particulars and circumstances of the lands proposed to be registered, and of the estate or interest of the applicant, and the incumbrances (if any) affecting the lands, as in the judgment of the registrar may be requisite to enable him to form an opinion on the application; and if he shall accede thereto, the registrar may, if he shall consider it necessary, give directions for the investigation of the title to such lands to such an extent as the registrar shall deem sufficient for the purpose of registering the ownership of such lands; and when the registrar shall be in a position to act upon the application, he shall cause the applicant, if the apparent owner of the inheritance, and if not, the apparent owner of the inheritance, but of a less interest, then the applicant and such other person as the registrar shall approve, to be registered as owner or joint owners (as the case may be) of the lands mentioned in such application.

106. The registrar, before authorising the registration of the ownership of any lands, on the voluntary application of any person, may, if he shall see occasion, require notice to be given in such manner as he shall direct to the person next in remainder, reversion, or expectancy of an estate of inheritance in the lands in question, or to any other person to whom he may think notice ought to be given, and may hear and determine any objection which may be made by the person so next in remainder, reversion, or expectancy, or other such person as aforesaid.

Court Papers.

Chancery.

SITTINGS.—AFTER HILARY TERM, 1858.

LORD CHANCELLOR.
At Lincoln's Inn.

Monday, Feb. 8 — *The First Seal.*—App. Mtns. & App.
Tuesday 9 — Petitions.
Wednesday 10, Thursday 11, Friday 12, Saturday 13, Monday 15, Tuesday 16 — Appeals.
Wednesday 17 — *The Second Seal.*—App. Mtns. & App.
Thursday 18, Friday 19, Saturday 20, Monday 22, Tuesday 23 — Appeals.
Wednesday 24 — *The Third Seal.*—App. Mtns. & App.
Thursday 25, Friday 26, Saturday 27, Monday, Mar. 1, Tuesday 2 — Appeals.
Wednesday 3 — *The Fourth Seal.*—App. Mtns. & App.
Thursday 4, Friday 5, Saturday 6, Monday 8, Tuesday 9 — Appeals.
Wednesday 10 — *The Fifth Seal.*—App. Mtns. & App.
Thursday 11, Friday 12, Saturday 13, Monday 15, Tuesday 16 — Appeals.
Wednesday 17 — *The Sixth Seal.*—App. Mtns. & App.
Thursday 18, Friday 19, Saturday 20, Monday 22, Tuesday 23 — Appeals.
Wednesday 24 — *The Seventh Seal.*—App. Mtns. & App.
Thursday 25, Friday 26, Saturday 27 — Appeals.
Monday 29 — Petitions.
Tuesday 30 — *The Eighth Seal.*—App. Mtns. & App.

NOTICE.—Such days as His Lordship is hearing Appeals in the House of Lords are excepted.

MASTER OF THE ROLLS.
At Chancery Lane.

Monday, Feb. 8 — *The First Seal.*—Motions.
Tuesday 9, Wednesday 10, Thursday 11, Friday 12, Saturday 13, Monday 15, Tuesday 16 — General Paper.
Wednesday 17 — *The Second Seal.*—Motions.
Thursday 18, Friday 19 — General Paper.
Saturday 20 — Gen. Pet. Day.
Monday 22, Tuesday 23 — General Paper.
Wednesday 24 — *The Third Seal.*—Motions.
Thursday 25, Friday 26, Saturday 27, Monday, Mar. 1, Tuesday 2 — General Paper.
Wednesday 3 — *The Fourth Seal.*—Motions.
Thursday 4, Friday 5, Saturday 6, Monday 8, Tuesday 9 — General Paper.
Wednesday 10 — *The Fifth Seal.*—Motions.
Thursday 11, Friday 12, Saturday 13, Monday 15, Tuesday 16 — General Paper.
Wednesday 17 — *The Sixth Seal.*—Motions.
Thursday 18, Friday 19, Saturday 20, Monday 22, Tuesday 23 — General Paper.
Wednesday 24 — *The Seventh Seal.*—Motions.
Thursday 25 — Gen. Pet. Day.
Friday 26, Saturday 27, Monday 29 — Remaining Petitions and General Paper.
Tuesday 30 — *The Eighth Seal.*—Motions.

N.B.—Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The Unopposed Petitions to be taken first.

NOTICE.—Unopposed Petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.
At Lincoln's Inn.

Monday, Feb. 8 — *The First Seal.*—App. Mtns. & App.
Tuesday 9, Wednesday 10, Thursday 11 — Appeals.
Friday 12 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 13, Monday 15, Tuesday 16 — Appeals.
Wednesday 17 — *The Second Seal.*—App. Mtns. & App.
Thursday 18 — Appeals.
Friday 19 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 20, Monday 22, Tuesday 23 — Appeals.
Wednesday 24 — *The Third Seal.*—App. Mtns. & App.
Thursday 25 — Appeals.
Friday 26 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 27, Monday, Mar. 1, Tuesday 2 — Appeals.
Wednesday 3 — *The Fourth Seal.*—App. Mtns. & App.
Thursday 4 — Appeals.
Friday 5 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 6, Monday 8, Tuesday 9 — Appeals.
Wednesday 10 — *The Fifth Seal.*—App. Mtns. & App.
Thursday 11 — Appeals.
Friday 12 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 13, Monday 15, Tuesday 16 — Appeals.
Wednesday 17 — *The Sixth Seal.*—App. Mtns. & App.
Thursday 18 — Appeals.
Friday 19 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 20, Monday 22, Tuesday 23 — Appeals.
Wednesday 24 — *The Seventh Seal.*—App. Mtns. & App.
Thursday 25 — Appeals.
Friday 26 — Petns. in Lun. and Bktcy., App. Petns., and Appeals.
Saturday 27, Monday 29, Tuesday 30 — Appeals.

NOTICE.—The days (if any) on which the LORDS JUSTICES shall be engaged in the Full Court or at the Judicial Committee of the Privy Council are excepted.

V. C. SIR R. T. KINDERSLEY.
At Lincoln's Inn.

Monday, Feb. 8 — *The First Seal.*—Mtns. & Gen. Pap.
Tuesday 9, Wednesday 10, Thursday 11 — General Paper.
Friday 12 — Petns. (unop. first).
Saturday 13 — Sht. Causes, Sht. Cls., & Gen. Paper.
Monday 15, Tuesday 16 — General Paper.
Wednesday 17 — *The Second Seal.*—Mtns. & Gen. Pap.
Thursday 18 — General Paper.
Friday 19 — Petns. (unop. first).
Saturday 20 — Sht. Causes, Sht. Cls., & Gen. Paper.
Monday 22, Tuesday 23 — General Paper.
Wednesday 24 — *The Third Seal.*—Mtns. & Gen. Pap.
Thursday 25 — General Paper.
Friday 26 — Petns. (unop. first).
Saturday 27 — Sht. Causes, Sht. Cls. & Gen. Paper.
Monday, Mar. 1, Tuesday 2 — General Paper.
Wednesday 3 — *The Fourth Seal.*—Mtns. & Gen. Pap.
Thursday 4 — General Paper.
Friday 5 — Petns. (unop. first).
Saturday 6 — Sht. Causes, Sht. Cls., & Gen. Paper.
Monday 8, Tuesday 9 — General Paper.
Wednesday 10 — *The Fifth Seal.*—Mtns. & Gen. Pap.
Thursday 11 — General Paper.
Friday 12 — Petns. (unop. first).
Saturday 13 — Sht. Causes, Sht. Cls., & Gen. Paper.
Monday 15, Tuesday 16 — General Paper.
Wednesday 17 — *The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday 18 — General Paper.
Friday 19 — Petns. (unop. first).
Saturday 20 — Sht. Causes, Sht. Cls., & Gen. Paper.
Monday 22, Tuesday 23 — General Paper.
Wednesday 24 — *The Seventh Seal.*—Mtns. & Gen. Pap.
Thursday 25 — General Paper.
Friday 26 — Petns. (unop. first).
Saturday 27 — Sht. Causes, Sht. Cls., & Rem. Petns.
Monday 29 — Remaining Petns.
Tuesday 30 — *The Eighth Seal.*—Motions.

V. C. SIR JOHN STUART.
At Lincoln's Inn.

Monday, Feb. 8 — *The First Seal.*—Mtns. & Gen. Pap.
Tuesday 9, Wednesday 10, Thursday 11 — General Paper.
Friday 12 — Petns. & Gen. Pap.
Saturday 13 — Sht. Causes, Sht. Cls. & Gen. Paper.
Monday 15, Tuesday 16 — General Paper.
Wednesday 17 — *The Second Seal.*—Mtns. & Gen. Pap.
Thursday 18 — General Paper.
Friday 19 — Petns. & Gen. Pap.

Saturday	20	Sht. Causes, Sht. Cls., & Gen. Paper.
Monday	22	General Paper.
Tuesday	23	
Wednesday	24	*The Third Seal.*—Mtns. & Gen. Pap.
Thursday	25	General Paper.
Friday	26	Petns. & Gen. Pap.
Saturday	27	Sht. Causes, Sht. Cls., & Gen. Paper.
Monday, Mar.	1	General Paper.
Tuesday	2	
Wednesday	3	*The Fourth Seal.*—Mtns. & Gen. Pap.
Thursday	4	General Paper.
Friday	5	Petns. & Gen, Pap.
Saturday	6	Sht. Causes, Sht. Cls., & Gen. Paper.
Monday	8	General Paper.
Tuesday	9	
Wednesday	10	*The Fifth Seal.*—Mtns. & Gen. Pap.
Thursday	11	General Paper.
Friday	12	Petns. & Gen. Pap.
Saturday	13	Sht. Causes, Sht. Cls., & Gen. Paper,
Monday	15	General Paper.
Tuesday	16	
Wednesday	17	*The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday	18	General Paper.
Friday	19	Petns. & Gen. Pap.
Saturday	20	Sht. Causes, Sht. Cls., & Gen. Paper.
Monday	22	General Paper.
Tuesday	23	
Wednesday	24	*The Seventh Seal* —Mtns. & Gen. Pap.
Thursday	25	General Paper.
Friday	26	Petns. & Gen. Pap.
Saturday	27	Sht. Causes, Sht. Cls., & Gen. Paper.
Monday	29	General Paper.
Tuesday	30	*The Eighth Seal.*—Motions.

V. C. SIR W. PAGE WOOD.
At Lincoln's Inn.

Monday, Feb.	8	*The First Seal.*—Mtns. & Gen. Pap.
Tuesday	9	General Paper.
Wednesday	10	
Thursday	11	
Friday	12	

Saturday	13	Petns., Sht. Causes, Cls., & Gen. Paper.
Monday	15	General Paper.
Tuesday	16	
Wednesday	17	*The Second Seal.*—Mtns. & Gen. Pap.
Thursday	18	General Paper.
Friday	19	
Saturday	20	Petns., Sht. Causes, Cls., & Gen. Paper.
Monday	22	General Paper.
Tuesday	23	
Wednesday	24	*The Third Seal.*—Mtns. & Gen. Pap.
Thursday	25	General Paper.
Friday	26	
Saturday	27	Petns., Sht. Causes, Cls., and Gen. Pap.
Monday, Mar.	1	General Paper.
Tuesday	2	
Wednesday	3	*The Fourth Seal.*—Mtns. & Gen. Pap.
Thursday	4	General Paper.
Friday	5	
Saturday	6	Petns., Sht. Causes, Cls., & Gen. Paper.
Monday	8	General Paper.
Tuesday	9	
Wednesday	10	*The Fifth Seal.*—Mtns. & Gen. Pap.
Thursday	11	General Paper.
Friday	12	
Saturday	13	Petns., Sht. Causes, Cls., & Gen. Paper.
Monday	15	General Paper.
Tuesday	16	
Wednesday	17	*The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday	18	General Paper.
Friday	19	
Saturday	20	Petns., Sht. Causes, Cls., & Gen. Paper.
Monday	22	General Paper.
Tuesday	23	
Wednesday	24	*The Seventh Seal.*—Mtns. & Gen. Pap.
Thursday	25	General Paper.
Friday	26	
Saturday	27	Petns., Sht. Causes, and Claims.
Monday	29	Remaining Petns.
Tuesday	30	*The Eighth Seal.*—Motions.

Queen's Bench.

NEW CASE.—HILARY TERM, 1858.

CROWN PAPER.

Lancashire. The Queen on the Prosecution of the Overseers of the Township of Stretford, Respondents, *v.* The Justices of the County Palatine of Lancaster. (Stands over until next Term.)

Exchequer of Pleas.

NEW CASE.—HILARY TERM, 1858.

Appeal. Lee *v.* Cooke.

This Court will, on Saturday, the 6th day of February instant, proceed with the New Trial Paper, and in the week following will proceed with the Special Paper.

Common Pleas.

NEW CASE.—HILARY TERM, 1858.

DEMURRER PAPER.

Co. Cot. Ap. Warner, Appellant; Riddiford, Respondent.

This Court will, on Saturday, the 6th, Tuesday, the 9th, Wednesday, the 10th, Thursday, the 11th, and Friday, the 12th days of February instant, hold Sittings in Banco, and will proceed in disposing of the cases in the Demurrer Paper, and the country new trials, and will also hold a Sitting in Banco on Thursday, the 25th day of February instant, and will then proceed to give judgment in the cases that will then be standing over for the consideration of the Court.

Spring Circuits of the Judges.

1858.

The Lord Chief Baron POLLOCK will remain in town.

Midland.

Lord CAMPBELL and COLERIDGE, J.

Northampton	Saturday	Feb. 27.
Leicester and Borough	Wednesday	March 3.
Oakham	Friday	March 5.
Lincoln and City	Saturday	March 6.
Nottingham and Town	Wednesday	March 10.
Derby	Saturday	March 13.
Warwick	Wednesday	March 17.

Norfolk.

COCKBURN, L.C.J., and WIGHTMAN, J.

Aylesbury	Wednesday	March 3.
Bedford	Monday	March 8.
Huntingdon	Thursday	March 11.
Cambridge	Saturday	March 13.
Bury St. Edmunds	Thursday	March 18.
Norwich and City	Tuesday	March 23.

Home.

ERLE, J., and WILLIAMS, J.

Hertford	Tuesday	March 2.
Chelmsford	Monday	March 8.
Maidstone	Monday	March 15.
Lewes	Monday	March 22.
Kingston	Thursday	March 25.

Northern.

MARTIN, B., and BYLES, J.

Lancaster	Wednesday	Feb. 17.
Appleby	Saturday	Feb. 20.
Carlisle	Monday	Feb. 22.
Newcastle and Town	Friday	Feb. 26.
Durham	Tuesday	March 2.
York and City	Saturday	March 6.
Liverpool	Saturday	March 20.

North Wales.

CROMPTON, J.

Welchpool	Tuesday	March 9.
Bala	Friday	March 12.
Carnarvon	Monday	March 15.
Beaumaris	Thursday	March 18.
Ruthin	Saturday	March 20.
Mold	Wednesday	March 24.
Chester and City	Saturday	March 27.

South Wales.

BRAMWELL, B.

Swansea	Thursday	Feb. 25.
Haverfordwest and Town	Monday	March 8.
Cardigan	Friday	March 12.
Carmarthen	Tuesday	March 16.
Brecon	Saturday	March 20.
Presteign	Thursday	March 25.
Chester and City	Saturday	March 27.

Western.

CROWDER, J., and WILLES, J.

Winchester	Monday	March 1.
Dorchester	Saturday	March 6.
Exeter and City	Thursday	March 11.
Bodmin	Tuhrsday	March 18.
Taunton	Wednesday	March 24.
Devizes	Wednesday	March 31.
Bristol	Monday	April 5.

Oxford.

WATSON, B., and CHANNELL, B.

Oxford	Saturday	Feb. 27.
Worcester and City	Wednesday	March 3.
Stafford	Monday	March 8.
Shrewsbury	Thursday	March 18.
Hereford	Tuesday	March 23.
Monmouth	Saturday	March 27.
Gloucester and City	Wednesday	March 31.
Reading	Wednesday	April 7.

Births, Marriages, and Deaths.

BIRTHS.

CUNLIFFE—On Jan. 30, at 41, Torrington-square, the wife of Robert Cunliffe, Esq., of a son.

GREGORY—On Jan. 31, at 6, Howley-place Villas, Maida-hill West, the wife of Horatio Gregory, Esq., of a son.

HARRISON—On Jan. 30, at Southampton-street, Bloomsbury, the wife of F. J. Harrison, Esq., solicitor, of a son.

WEBSTER—On Feb. 1, at No. 1, Bayham Cottages, Camden-road, the wife of Mr. John F. Webster, solicitor, of a son.

MARRIAGES.

BLAKE—HURON—On Jan. 6, in St. Paul's Cathedral, London, C.W., by the bride's father, Edward Blake, Esq., of Toronto, barrister-at-law, eldest son of the Hon. the Chancellor of Upper Canada, to Margaret, second daughter of the Right Rev. the Lord Bishop of Huron.

HAWKE—DORRINGTON—On Jan. 27, at Stapleford Church, Herts, by the Rev. E. G. Arnold, Augustus Hawks, of Hertford, solicitor, to Emily, third surviving daughter of the late Mr. John Dorrington, of Waterford Hall, near Hertford.

DEATHS.

ALLEN—On Dec. 3 last, at Niagara, Canada, in the 67th year of her age, Mary, the wife of Henry Allen, of the Middle Temple, Esq., Barrister, and heretofore of Lymington, Hants.

BROWNE—On Jan. 23, aged 4 years and 11 months, Frederick Mansfield, younger son of Alfred Hall Browne, Solicitor, Clifton-villas, Camden-square.

FRENCH—On Feb. 1, at Littlehampton, Emily, the wife of Mr. French, Solicitor, aged 55.

STUART—On Feb. 2, at No. 19, Carlton-hill East, St. John's-wood, Herbert Stuart, youngest son of Henry Frederic Holt, Esq., aged 2 years and 8 months.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ALLEN, JOHN, Gent., Bell-street, Edgeware-road, and ALLEN HAYNES, Spinster, Brixton, Surrey, £53 : 10 : 10 Reduced.—Claimed by ALLEN BOTTOM, wife of AMOS BOTTOM, formerly ALLEN HAYNES, Spinster, the survivor.

CRANE, ELIZABETH, Spinster, South-place, Finsbury, £55 : 5 Reduced.—Claimed by ELIZABETH WRIGHT, wife of WILLIAM WRIGHT (formerly CRANE, Spinster).

Christie, Thomas, M.D., Cheltenham, and John Frederic Christie, Esq., Oriel College, Oxford, £250 New Three per Cent.—Claimed by John Frederic Christie, the survivor.

Cotton, Very Rev. James Henry, Dean of Bangor, Edward Oakeley, Esq., Coed Talon, Flintshire, Rev. Edward Ness, Binley, near Coventry, and Falconer Mills, Esq., Lower Pembroke-street, Dublin, £87 : 7 : 2 Reduced.—Claimed by James Henry Cotton, Edward Oakeley, Edward Ness, and Falconer Mills.

Johnson, Richard, sen., Gent., deceased, Bride's-lane, Fleet-street, £52 : 10 New Three per Cents.—Claimed by Joseph Greenhill, administrator with will annexed, de bonis non.

Mather, Rev. John, Beverley, Yorkshire, £300 Reduced.—Claimed by John Sugdon, and Josiah Crathorne, the Executors.

Morgan, John, Esq., Finsbury-sq., £34 : 6 New Three per Cents.—Claimed by Anne Morgan, Widow, the acting executrix.

Reed, Andrew, D.D., Hackney, and Amelia Godfrey, Widow, Bere Regis, near Blandford, Dorset, £50 New Three per Cents.—Claimed by Andrew Reed and Amelia Brown, wife of John Brown, formerly Godfrey, Widow.

Samuels, Samuel Levy, deceased, Merchant, Little Alie-st., Goodman's-fields, and Kate Benjamin, a Minor, £50 Consols.—Claimed by Kate Michel, wife of Isodore Michel (late Kate Benjamin, Spinster), the survivor.

Scarman, Eleanor, the younger, Spinster, Pembroke-sq., Kensington, £231 : 16 New Three per Cents.—Claimed by John Bacot, Robert Ashton, and Alexander Frederick Ashton, the surviving executors.

Shawe, Lawrence Robert, Esq., St. John's, Exmouth, Devon, £49 : 18 New Three per Cents.—Claimed by Lawrence Robert Shawe.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Lock, William, Labourer, Stud-green, Hollyport, Berks (who died on Feb. 15, 1852). His next of kin living at the time of his death or their personal representatives. Stevens *v.* Stevens, V. C. Stuart. *Last Day for Proof*, April 15.

Richards, Catherine, Spinster, Seymour-st., Euston-sq., who was the sister of Eliza Richards, Spinster, Wilmot-st., St. George, Bloomsbury, or her legal personal representatives, and her husband, if she ever married, and their issue, if any, or their legal personal representatives. Jolley *v.* Hayter, M. R. *Last Day for Proof*, Mar. 3.

Money Market.

CITY, Friday Evening.

The English Funds have experienced very little fluctuation during the week. The result is an improvement of nearly 1 per cent., the closing money price of consols this afternoon being about 96 per cent. The rate of discount at the Bank of England was yesterday further reduced from 4 to 3½ per cent. Gold continues to be imported, and as the demand for exportation is not large, it accumulates in this country. The amount of specie shipped by the "Pera," appointed to sail yesterday for India, is £219,460.

From the Bank of England return for the week ending the 3rd instant, which we give below, it appears that the amount of notes in circulation is £20,075,065, being an increase of £410,355, and the stock of bullion in both departments is £15,793,696, showing an increase of £394,972 when compared with the previous return.

Further large arrivals of gold are expected daily. The movements in commercial matters continue languid, and the demand for money without activity. The pressing demand which ruled during the months of October and November was met by a short supply at that particular time, but the total supply in the year 1857 was quite as large as usual. Tables, claiming the merit of accuracy, show an importation of gold in the last three years from Australia, from the United States, and from Mexico, the West Indies, and Russia, as follows:—

In the year	1855	£24,268,000
"	1856	25,633,000
"	1857	28,683,800

In the months of October and November the falling off in arrivals from the United States was large; and in the month of November, also, from Australia, and from Mexico, and the West Indies, there was a considerable decrease. The influx of gold from Australia gradually increases. For the last three years it stands at:—

For the year	1855	£10,883,000
"	1856	10,247,400
"	1857	11,602,700

Thus showing for the year 1857 a considerable advance.

The directors of the Great Western Railway Company have determined to recommend a dividend for the last half year at the rate of 2 per cent. per annum, carrying forward a balance to the current half year of about £20,000. The Swedish Railway loan, which it was thought would shortly be introduced in London, has been contracted at Frankfort.

At a meeting of the Proprietors of the London and County Bank held yesterday, a dividend was declared at the rate of 6 per cent., making with the 5 per cent. for the six months ending the 30th June last, a total of 11 per cent. for the year, free of income-tax, and carrying forward the sum of 7,394*l.* 11*s.* 4*d.* to profit and loss new account. The cash in hand and at call amounts to above £1,000,000.

The Wolverhampton and Staffordshire Banking Company held their annual meeting on Tuesday. It appears that for the purpose of resuscitating the bank, £50,000 has been raised by the shareholders generally, and £100,000 by the directors; also that the estimated value of bills in hand is satisfactory. The question whether the bank had forfeited under the late temporary suspension the right of issue has been submitted to counsel, and an opinion obtained that the power still exists.

A meeting was held at Glasgow on Tuesday, of the shareholders and directors of the Western Bank of Scotland, at which a resolution previously passed was finally adopted for voluntarily winding up the concerns of the bank. Another resolution was agreed to, which appoints four persons liquidators for that purpose, and a third settles their remuneration at £5,000 per annum for two years, subject to revision at the end of that time. The discussion was long and animated. It appears that the investigation which has taken place since the previous meeting and the lapse of time, have had the effect of reducing the amount of both liabilities and assets nearly in an equal degree, the result being to bring out as before a deficiency of £304,692. A committee of shareholders is appointed to co-operate with the liquidators. The liquidators are bound to give in a report at the end of twelve months.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON WEDNESDAY, THE 3RD DAY OF FEBRUARY, 1858.

ISSUE DEPARTMENT.

	£		£
Notes issued	29,445,165	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	14,970,165
		Silver Bullion	..
	£29,445,165		£29,445,165

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	9,559,161
Rest	3,721,209	Other Securities	20,073,740
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	3,651,586	Notes	9,370,100
		Gold and Silver Coin	823,531
Other Deposits	17,030,175		
Seven day and other Bills	870,562		
	£39,826,532		£39,826,532

Dated the 4th day of Feb., 1858. M. MARSHALL, Chief Cashier.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	225 6½	226 ½	227 5½	226 7	227 5½	226
3 per Cent. Red. Ann.	95½ ¼	95½ ¾	95½ ¾	95½ ¼	95½ ¼	96
3 per Cent. Cons. Ann.	95½ ¼	95½ ¾	95½ ¾	95½ ¼	95½ ¼	96
New 3 per Cent. Ann.	95½ ¼	95½ ¾	95½ ¾	95½ ¼	95½ ¼	96
New 2½ per Cent. Ann.	..	..	..	..	..	..
5 per Cent. Annuities	..	..	112½	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	2	..	..	..
Do. 30 years (exp. Oct. 10, 1859)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18 ½	..	..	..	..
India Stock	..	..	..	..	219	221½
India Bonds (£1,000)	..	20s 15s p	..	..	21s. p.	24 pm.
Do. (under £1,000)	..	..	..	..	18s. p.	22 pm.
Exch. Bills (£1,000)	24s 22s p	23s 22s p	25s 6d p	24s 23s p	25s 30s p	..
Exch. Bills (£500)	24s 21s p	..	25s 6d p	..	24s. p.	..
Exch. Bills (Small)	22s p	..	25s 6d p	24s 27s p	..	..
Exch. Bonds, 1858, 3½ per Cent.	100	..	..	100½	100½ ½	..
Exch. Bonds, 1859, 3½ per Cent	..	100½	..	100½	100½ ½	100 ½

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3⅜
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial Law	2½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	..	93	94	..	..	93 ½
Caledonian	93½ ½ ¾	94 3½	93¾ 4½ 4	94 3½	94¾ ¾	95 4⅝ ¾
Chester and Holyhead	37½	..	..	..	37	..
East Anglian	..	..	..	..	..	18⅜
Eastern Counties	59⅜ 60	60¼ 1⅜	51¾ 1	61¼ ⅞	61⅞	61⅜ ⅞
Eastern Union A. Stock.	50	..	..	..	..	..
Ditto B. Stock	34¼ 4	34¼ 4 3½	..	33½ ¾	34	..
East Lancashire	92	..	91	..	91½	92
Edinburgh and Glasgow	..	..	..	..	67¼	..
Edin. Perth, and Dundee	30½	31⅜ ¼	31½	31½	31⅜ ⅛	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	106¼	105½	105 ⅜ 6	105¼ 6	105⅜ ¼ 6	106¼ 6
Ditto A. Stock	93 2 3	92	..	92 1½ 2½	92½	..
Ditto B. Stock	..	..	132	..	..	..
Gt. South & West. (Ire.)	104	101¾ 2 1	..	..	105	106
Great Western	59⅜	58⅜ 60½	61¼ 2 1⅜	61¼ 2 2½	61⅜ ½	61½ ¼
Do. Stour Vly. G. Stk.	..	..	..	61	..	..
Lancashire & Yorkshire	93½ ⅞	93¾ 4 3½	92⅞ ¾ 3	93¼ ⅜	93⅜ ½	93⅜
Lon. Brighton & S. Coast	107⅞ ⅜	106¾ 7	106¼ ⅜	106 ⅜	106⅝ 6	106½ 7¼
London & North-Westrn.	101¼ 1 ⅛	101¼ 1½	101⅜ 1¼	102 1⅛ ⅞	101⅜ ⅜	101½ 2
London & South-Westrn.	99½ ¼	99 8½ 9½	99½ 9¼	99 ½	99 8 9	99¼ 9 ¼
Man. Sheff. & Lincoln.	..	40	40½	40½	41½ 40	..
Midland	94⅜	94⅞ 5½ ½	95 ⅜	95⅛ 5 ½	95⅜ ¼ ⅜	96 ⅜ ⅜
Ditto Birm. & Derby	..	..	..	67	..	..
Norfolk	63	64	64 3	..	64 63	..
North British	..	55	54⅜ ½ ½	54	54½	54½ ⅜ ½
North-Eastern (Brwck.)	97½ ⅜	97½ 8	97⅜ 8	97½	97⅜ 8 7⅜	97⅜ 8 7½
Ditto Leeds	52	51½	52 ½ ⅜	..	..	52 ½
Ditto York	84 3½	83½ 4 3½	84 3⅜ 4	93½ 4 3½	93½ ½ ⅜	87½ 4
North London	..	96	96½	96 ⅜	..	..
Oxford, Worc. & Wolver.	..	..	..	..	32½ 3	33
Scottish Central	..	..	..	..	..	109 8½
Scot. N.E. Aberdeen Stk.	25½ ¼	25½	..	25⅜	25½	26
Do. Scotsh. Mid. Stk.	..	76½	..	..	..	77
Shropshire Union	..	..	49 50	49½	..	49
South Devon	36½	..	..	37	36½	..
South-Eastern	74½	75	75¼	74⅜	75	75
South Wales	83½	..	83	83⅜ ¼ ⅜	83⅜	83⅜
Vale of Neath	101⅜	102⅜ 1½	..	..	..	..

London Gazettes.

Perpetual Commissioners for taking the Acknowledgments of Married Women.

TUESDAY, *Feb.* 2, 1858.

PRICE, JAMES GILBERT, Gent., Abergavenny; for the County of Monmouth. —Jan. 4.

FRIDAY, *Feb.* 5, 1858.

LOW, WILLIAM FRANCIS, Gent., Wimpole-st., Cavendish-sq., for the county of Middlesex, and city and liberties of Westminster.—*Jan.* 4.

Bankrupts.

TUESDAY, *Feb.* 2, 1858.

BOWES, WILLIAM, Spade and Edge Tool Manufacturer, Greta Forge, Keswick, Cumberland. *Com.* Ellison: Feb. 12, at 11; and Mar. 12, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Wright, Carlisle; Gray & Mounsey, London; or Hoyle, Newcastle-upon-Tyne. *Pet.* Jan. 15.

BRADBURY, JAMES, Grocer, Lindley, Huddersfield. *Com.* Ayrton: Feb. 22, at 11.30; and Mar. 22, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Feb. 1.

BROWN, HENRY, Ship-owner, Washington-ter., North Shields, Northumberland. *Com.* Ellison: Feb. 15, at 11; and Mar. 9, at 1; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Bell, Broderick, & Bell, Bow-churchyard; or T. & W. Chater, Newcastle-upon-Tyne. *Pet.* Jan. 27.

BROWNE, JOHN, Fringe Maker, South Devon-pl., Plymouth. *Com.* Bere: Feb. 18 and Mar. 11, at 1; Athenæum, Plymouth. *Off. Ass.* Hirtzel: *Sols.* Edmonds & Sons, Plymouth; or Stogdon, Exeter. *Pet.* Jan. 30.

BURGESS, JOHN, Licensed Victualler, Dudley Port, Tipton, Staffordshire. *Com.* Balguy: Feb. 18 and Mar. 11, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* Duignan, Walsall. *Pet.* Jan. 22.

DEACON, THOMAS ELISHA, Tanner, Hemel Hempstead, Herts. *Com.* Holroyd: Feb. 12, at 2.30; and Mar. 12, at 11; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers; or Grover & Lamb, Hemel Hempstead. *Pet.* Feb. 2.

DRANSFIELD, LEWIS, Rope Maker, Leeds. *Com.* Ayrton: Feb. 22, at 1; and Mar. 15, at 11.30; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* J. & H. Richardson & Gaunt, Leeds. *Pet.* Jan. 20.

HILL, BENJAMIN, Licensed Victualler, Wolverhampton. *Com.* Balguy: Feb. 15 and Mar. 8, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Pinchard & Shelton, Wolverhampton; or Hodgson & Allen, Birmingham. *Pet.* Jan. 25.

KNIBB, JOHN, Baker, Dunchurch, Warwickshire. *Com.* Balguy: Feb. 13 and Mar. 6, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Newsam & Morris, Warwick; or James & Knight, Bennett's-hill, Birmingham. *Pet.* Jan. 27.

LITTLER, JOHN WATSON, Apothecary, Duck-lane, Lower Edmonton. *Com.* Fane: Feb. 12, at 12; and Mar. 12, at 11.30; Basinghall-st. *Off. Ass.* Cannon. *Sol.* Watson, Worship-st., Finsbury. *Pet.* Jan. 28.

MICHAEL, MICHAEL, Grocer, Aberaman, Glamorganshire. *Com.* Hill: Feb. 16 and Mar. 16, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Abbot, Lucas, & Leonard, Albion-chambers, Bristol. *Pet.* Jan. 26.

NEWEY, WILLIAM, Grocer, Wolverhampton. *Com.* Balguy: Feb. 17 and Mar. 10, at 10.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Pinchard & Shelton, Wolverhampton; or Hodgson & Allen, Birmingham. *Pet.* Feb. 1.

RILEY, THOMAS TOMKINSON, Wine & Spirit Merchant, Wolverhampton. *Com.* Balguy; Feb. 13 and March 6, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Smith, Wolverhampton; or James & Knight, Birmingham. *Pet.* Jan. 25.

SCHOFIELD, JOHN, Mason & Builder, Morley, Batley, Yorkshire. *Com.* West: Feb. 18 and March 26, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Dunning & Kay, Leeds; or Clarke, Leeds. *Pet.* Feb. 1.

STEVENS, FRANCIS, Currier, Earls Barton, Northamptonshire. *Com.* Evans: Feb. 11, at 2; and Mar. 11, at 1; Basinghall-st. *Off. Ass.* Bell. *Sols.* Croft, Copthall-ct.; or Sill, Birmingham. *Pet.* Jan. 28.

WADSWORTH, WILLIAM, & JOHN HARRISON, Cotton Waste Dealers, Salford. Feb. 12 and Mar. 5, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Atkinson & Herford, Norfolk-st., Manchester. *Pet.* Jan. 21.

FRIDAY, *Feb.* 5, 1858.

BELL, EDWARD, Ship Chandler, 23 Wapping-wall, Wapping (Edward Bel- & Co.). *Com.* Holroyd: Feb. 18, at 12; and Mar. 19, at 11; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Mayhew & Salmon, 30 Great George-st., Westminster. *Pet.* Feb. 2.

BOURNE, JOHN, Builder, Cardiff, Glamorganshire. *Com.* Hill: Feb. 19 and Mar. 9, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Crosby, 17 Small-st., Bristol; or Smith, 53 Chancery-lane, London. *Pet.* Feb. 2.

BRODIE, EDWARD BENJAMIN, Cooper and Ale Merchant, Cooperage, Argyle-st., King's-cross. *Com.* Fonblanque: Feb. 19, at 1; and Mar. 19, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Feb. 4.

BROWN, GEORGE JOHN, Rope Manufacturer, Hartlepool, Durham. *Com.* Ellison: Feb. 18, at 11; and Mar. 24, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Bell, Broderick, & Bell, 9 Bow-churchyard; or T. & W. Chater, Mosley-st., Newcastle-upon-Tyne. *Pet.* Jan. 30.

BURD, JOHN, Calico Printer, Radcliffe, and Manchester. Feb. 19 and Mar. 17, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* Feb. 3.

CHALLENGER, HENRY, Victualler, Glo'ester-lane, Bristol. *Com.* Hill: Feb. 19 and Mar. 16, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Brooke, Smith, & Vassall, Bristol. *Pet.* Feb. 1.

DEAN, GEORGE, Naples and Sardinian Cord Manufacturer, Nottingham. *Com.* Balguy: Feb. 25 and Mar. 16, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham. *Pet.* Feb. 4.

DOWLING, ROBERT, Tailor and Woollen Draper, Mariston-st., Westbury, Wilts. *Com.* Hill: Feb. 15 and Mar. 15, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Wilton, 46 Milson-st., Bath. *Pet.* Feb. 2.

ELSON, WILLIAM, Brickmaker, Hartley Witney, and Elvetham, Southampton. *Com.* Goulburn: Feb. 17, at 12; and Mar. 22, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Dean, 27 New Broad-st. *Pet.* Jan. 26.

FENTON, EDWARD, Rag and Shoddy Dealer, Batley Carr, Dewsbury, Yorkshire. *Com.* West: Feb. 18 and Mar. 26, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Walker, Dewsbury; or Cariss & Cudworth, Leeds. *Pet.* Feb. 1.

FITZPATRICK, JOHN ARCHIBALD, Victualler, Alrewas, Staffordshire. *Com.* Balguy: Feb. 18 and Mar. 11, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* Sill, Birmingham; or Shaw, Tamworth. *Pet.* Feb. 4.

HYDER, FREDERICK THOMAS, Grocer, 2 Purton-terr., Ledbury-rd., Bayswater. *Com.* Goulburn: Feb. 19, at 11; and Mar. 22, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Miller & Horn, 78 King William-st. *Pet.* Feb. 2.

JENNER, ARTHUR RICE, Buyer and Letter-out on hire of Thrashing Machines, Hartley-row, Winchfield, Hampshire. *Com.* Holroyd: Feb. 16, at 2.30; and Mar. 19, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 12 Old Jewry-chambers. *Pet.* Jan. 21.

KEYNES, WILLIAM, & THOMAS CURSE KEYNES, Auctioneers, Salisbury. *Com.* Fane: Feb. 18 and Mar. 19, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Gregory, Skirrow, & Rowcliffe, 1 Bedford-row; or Squarey & Whatman, Salisbury. *Pet.* Feb. 2.

KNIGHT, LEWIS SMITH, Hardwareman, Manchester. Feb. 15 and Mar. 10, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Dearden, Manchester. *Pet.* Feb. 1.

MINORS, WILLIAM, Draper, Smethwick, Staffordshire. *Com.* Balguy: Feb. 18 and Mar. 11, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Bayley, Wednesbury; or James & Knight, Birmingham. *Pet.* Jan. 27.

MOOTHAM, REGINALD GEORGE HANLYN, Bonded Store Merchant, 35 Upper East Smithfield, and 10 Hampshire-terr., Camden-rd.-villas, Middlesex. *Com.* Goulburn: Feb. 17 and Mar. 22, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Shearman, 60 Mark-lane. *Pet.* Feb. 2.

PECKSTON, THOMAS, Linendraper, Scarborough, Yorkshire. *Com.* West: Feb. 18 and Mar. 26, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Bond & Barwick, Leeds. *Pet.* Feb. 1.

RENNISON, JOSEPH, Wine and Spirit Merchant, Huddersfield. *Com.* Ayrton: Mar. 1 and 29, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* West, Charlotte-st., London; or Dibb, Atkinson, & Piper, Leeds. *Pet.* Jan. 26.

SOMALVICO, VINCENT, Manufacturing Optician, 14 Charles-st., Hatton-garden (Vincent Somalvico & Co.). *Com.* Evans: Feb. 16, at 1; and Mar. 18, at 12; Basinghall-st. *Off. Ass.* Bell. *Sol.* Murrough, 5 Newinn, Strand. *Pet.* Feb. 3.

WEBB, ROBERT GEORGE, Draper, Liverpool. *Com.* Perry: Feb. 15, at 12; and Mar. 8, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Sale, Worthington & Sale, Manchester; or Haigh & Thompson, Liverpool. *Pet.* Jan 29.

WELLER, WILLIAM, Stonemason, Church-st., Woolwich. *Com.* Fonblanque: Feb. 19, at 2; and Mar. 19, at 1; Basinghall-st. *Off. Ass.* Graham. *Sol.* Levy, Arundel-st., Strand. *Pet.* Jan. 28.

WHARTON, CHARLES, Miller, Sandbach, Cheshire. *Com.* Perry: Feb. 22, at 11; and March 15, at 1; Liverpool. *Off. Ass.* Cazenove. *Sols.* Snowball, 16 Castle-st., Liverpool; or Latham & Pegam, Sandbach. *Pet.* Jan. 26.

BANKRUPTCIES ANNULLED.

TUESDAY, *Feb.* 2, 1858.

MENDEL, SAMUEL, Commission Agent, 172, Fenchurch-st. Jan. 19.

FRIDAY, *Feb.* 5, 1858.

ISAACS, CHARLES, Merchant, Bristol. Feb. 4.

YOUNG, JOHN, Draper, 292 Pentonville-rd., King's-cross. Feb. 2.

MEETINGS.

TUESDAY, *Feb.* 2, 1858.

ARMSTRONG, JAMES, Linen and Woollen Draper, Berwick-upon-Tweed (Smith & Armstrong). *Final Div.* Feb. 25, at 12.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BARKER, JAMES, Builder, Brixton, Surrey. *Div.* Feb. 24, at 2.30; Basinghall-st. *Com.* Fonblanque.

BARNES, ROBERT YALLOWLEY, Cloth Manufacturer, 11 City-road. *Div.* Feb. 24, at 11; Basinghall-st. *Com.* Goulburn.

BARTLETT, JAMES BENONI, and WILLIAM ANGEL BARTLETT, Tailors, Bristol (Bartlett Brothers). *Div.* Feb. 25, at 11; Bristol. *Com.* Hill.

BRAMWELL, JAMES, Grocer & Tea Dealer, Glossop, Derbyshire. *Div.* Feb. 23, at 12; Manchester. *Com.* Jemmett.

CADMAN, JOHN, Brick Maker, Upholland and Billinge, Lancashire. *Div.* Feb. 24, at 12; Liverpool. *Com.* Perry.

COHEN, LOUIS (known as Louis A Cohen) General Merchant and Importer, late of 84 Great Bourke-st. West, Melbourne, in co-partnership with Henry Philip Cohen, trading as H. & L. Cohen, and H. P. Cohen & Co., and then of 56 Bishopsgate-st. Within, out of business. *Div.* Feb. 26, at 12; Basinghall-st. *Com.* Evans.

CROMPTON, WILLIAM, Licensed Victualler, Kingston-upon-Hull. *Div.* Mar. 3, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton.

DEARLOVE, HENRY GEORGE, Timber Merchant, Palace-row, New-road, Middlesex. *Div.* Feb. 24, at 1.30; Basinghall-st. *Com.* Goulburn.

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. *Final Div.* Feb. 26, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

FRANCIS, ALFRED SHUCKFORTH, & GEORGE AUSTEN, Warehousemen, 149 Cheapside. *Div.* Feb. 26, at 11; Basinghall-st. *Com.* Evans.

GILBERT, THOMAS WILLIAM, Sail-maker, 10 Railway-pl., Fenchurch-st, and Victoria Wharf, Narrow-st., Limehouse (T. W. Gilbert & Co.) *Last Ex.* Feb. 12, at 2; Basinghall-st. (*By adjnt.* from Jan. 20.) *Com.* Fonblanque.

HARRIS, RICE, & RICE WILLIAM HARRIS, Glass and Alkali Manufacturers, Birmingham. *Div.* Feb. 26, at 11.30; Birmingham. *Com.* Balguy.

HARRISON, ROBERT, JAMES KIERO WATSON, & HENRY PEASE, Bankers, Kingston-upon-Hull (Harrison, Watson, & Co.) *Div.* Feb. 24, at 12; Town-hall, Kingston-upon-Hull. Sep. est. of each. *Com.* Ayrton.

HEATH, ROBERT, Manchester, WILLIAM WELCH & JOHN HEATH BARBER, Burslem, Staffordshire, Ironmasters, carrying on business at the Ravensdale Iron Works, Tunstall, under firm of Heath, Welch & Barber. *Div.* sep. est. J. H. Barber, Feb. 24, at 10; Birmingham. *Com.* Balguy.

HILL, DAVID, Cattle Dealer, Edenhall, Cumberland. *First Div.* Feb. 25, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

HODGSON, GILBERT, & WILLIAM ARCHESON, Timber Merchants, Sunderland. *Final Div.* Feb. 26, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

KEIR, Rev. ANDREW, Wood Merchant, North Cave, Yorkshire. *Div.* Mar. 10, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

LANGFORD, ALFRED, Brewer, Lewes. *Div.* Feb. 26, at 11.30. *Com.* Evans.

LINGS, JOHN BENJAMIN, & JOHN LINGS, Cheesemongers, High-st., Southwark. *Div.* joint est. and sep. est. of J. Lings, Feb. 26, at 1; Basinghall-st. *Com.* Holroyd.

MELLOR, JAMES, Money Scrivener, Ashton-under-Lyne. Choice of Assignees (*By adj.* from Jan. 28), Feb. 12, at 12; Manchester. *Com.* Skirrow.

METCALFE, WILLIAM THOMAS, Draper, Great Driffield and Bridlington, Yorkshire. *Div.* Mar. 10, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

MILES, WILLIAM, Corn and Wool Merchant, New Corn Market, Mark-lane, and Hornchurch, Essex. *Last ex.* (*by adj.* from Jan. 19), Feb. 12, at 12; Basinghall-st. *Com.* Fonblanque.

MOUISON, ROBERT, Baker, Drury-la. *Div.* Feb. 24, at 12; Basinghall-st. *Com.* Goulburn.

REDPATH, LEOPOLD, Dealer in Shares, 27 Chester-terr., Regent's-pk., and of the Great Northern Railway Company's Office, King's-cross. *Pet. of Dbts.* Feb. 12, at 11; Basinghall-st.

ROWE, THOMAS, & JOHN WALTER TRENERY, Ironmongers, Lincoln. *Div.* Mar. 10, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

RUST, CHARLES, Cheesemonger, 38 Surrey-pl., Old Kent-rd. *Div.* Feb. 24, at 1; Basinghall-st. *Com.* Goulburn.

SANDERS, RICHARD, Builder, 54 Doughty-st., Gray's-inn-rd., and of Brownlow-mews, Gray's-inn-rd., lately trading in copartnership with E. Woolcott, deceased. *Div.* Feb. 24, at 1.30; Basinghall-st. *Com.* Goulburn.

SHAW, EDWARD, Draper, Kingston-upon-Hull. *Div.* Mar. 10, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

SEAMAN, GEORGE, Grocer, 70 High-st., Eaton, Bucks. *Div.* Feb. 24, at 12.30; Basinghall-st. *Com.* Goulburn.

STEWARD, WILLIAM, Clothier, Church-st., Darlaston, Staffordshire. *Last ex.* (previously adjourned *sine die*), Mar. 15, at 10.30; Birmingham. *Com.* Balguy.

TUCKER, FRANCIS EDWARD, Commission Agent, Copthall-bldgs., and Hornchurch, Essex. *Div.* Feb. 26, at 11; Basinghall-st. *Com.* Evans.

WHITE, CHARLES HENRY, Chinaman, Southampton. *Div.* Feb. 25, at 11.30; Basinghall-st. *Com.* Goulburn.

FRIDAY, *Feb.* 5, 1858.

BIRD, WILLIAM, sen., & WILLIAM BIRD, jun., Wine and Spirit Merchants, Great Yarmouth. *Div.* Mar. 2, at 12; Basinghall-st. *Com.* Evans.

COCKSHOTT, EDMUND, & JOHN COCKSHOTT, Worsted Manufacturers, Frizinghall-mill, Bradford, Yorkshire. *Div.* joint est. & sep. ests. of each Feb. 25, at 11; Commercial-bldgs., Leeds. *Com.* West.

CROSS, WILLIAM, Victualler, Lord Raglan Public-house, St. Ann's-rd. North, Canal-rd., Mile End. *Last Ex.* (*by adj.* from Jan. 13), Feb. 16, at 12.30; Basinghall-st. *Com.* Fonblanque.

FARRELL, WILLIAM, Cattle Salesman, Kensington, and of the Cattle Market, West Derby, Lancashire. *Div.* Mar. 1, at 12; Liverpool. *Com.* Perry.

HILL, ABRAHAM, Grocer, Bradford, Yorkshire. *Div.* Mar. 1, at 11.30; Commercial-bldgs, Leeds. *Com.* Ayrton.

HOLLAND, HENRY, Builder, Leyland, Lancashire. *Div.* Feb. 26, at 11; Manchester. *Com.* Skirrow.

MOORHOUSE, THOMAS, & JOHN HOOK, Linendrapers, Halifax. *Div.* Mar. 1, at 11.30; Commercial-bldgs., Leeds. *Com.* Ayrton.

RAWNSLEY, SAMUEL, Brush Manufacturer, Halifax. *Div.* Feb. 26, at 11; Commercial-bldgs., Leeds. *Com.* West.

RHODES, THOMAS BURN, Druggist, Bradford, Yorkshire. *Div* Mar. 1, at 11.30; Commercial-bldgs., Leeds. *Com.* Ayrton.

SHARP, JOHN BUCKLEY, Worsted Spinner, Bingley and Bradford, Yorkshire. *Div.* Feb. 26, at 11; Commercial-bldgs., Leeds. *Com.* West.

SICHEL, GUSTAVUS, Merchant, 27 New Bond-st. (Gustavus Sichel & Co.) *Prf. of Dbt.* by Moses Haym Picciotto, Feb. 15, at 1.30; Basinghall-st. *Com.* Goulburn.

SMITH, MATTHEW, Steel Manufacturer, Sheffield. *Div.* Feb. 27, at 10; Council-hall, Sheffield. *Com.* West.

SWIFT, JOHN HENRY, Draper, Huddersfield. *Div.* Feb. 26, at 11; Commercial-bldgs., Leeds. *Com.* West.

WICK, JOHN, Electro Plater, Sheffield. *Div.* Feb. 27, at 10; Council-hall, Sheffield. *Com.* West.

WILKINSON, JOHN, Grocer, Warrington. *Div.* Mar. 11, at 1; Manchester. *Com.* Skirrow.

DIVIDENDS.

TUESDAY, *Feb.* 2, 1858.

CAMPION, ROBERT, Banker, Whitby. Fourth, 7¾*d.*, sep. est. *Hope*, 1 South-parade, Park-row, Leeds; any Friday, 10 to 12.

GARFORTH, ANTHONY, PAUL GARFORTH, and ENOCH GARFORTH, Manufacturers, Earlsheaton, Yorkshire. First, 2*s.* *Hope*, 1 South-parade, Park-row, Leeds; any Saturday, 10 to 12.

GOODWIN, THOMAS ORTON, Earthenware Dealer, Longton, Staffordshire. First, 1*s.* 6¾*d.* *Kinnear*, 19 Temple-st., Birmingham; any Thursday, 11 to 3.

HIRST, GEORGE MILNES, GEORGE HIRST, and WILLIAM FREDERICK WILMAN, Manufacturers, Batley. First, 8*s.* joint est., and 8*s.* 6*d.* sep. est. G. M. Hirst. *Hope*, 1 South-parade, Park-row, Leeds; any Saturday, 10 to 12.

HOUGHTON, HENRY, Merchant, 48 Friday-st. Second 1*s.* 1*d.*, and 1*s.* 7*d.* on new proofs. *Edwards*, 22 Basinghall-st.,; on Feb. 3, and the three subsequent Wednesdays, 11 to 2.

M'MILLAN, JOHN, Publican, Wolverhampton. Div. 9¼*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

TAYLOR, JOHN, Manufacturer of Fancy Hosiery, Leicester. First, 3*s.* 4*d.* *Harris*, Middle-pavement, Nottingham; on Feb. 1, or three following Mondays, 11 to 3.

FRIDAY, *Feb.* 5, 1858.

COOKE, GEORGE, Grocer, Leeds. First, 4*s.* *Young*, 5 Park-row, Leeds; any day, 10 to 1.

DAVIES, CORNELIUS, & FREDERICK NORMAN, Cement and Lime Merchants, Crown Wharf, Great Scotland-yard, Westminster. First, 2*s.* *Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

HACKETT, WILLIAM, Gas and Water Engineer, 111 High-st., Oxford. Second, 1*s.* 0¾*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

JOHNSTON, WILLIAM, Currier, Whitehaven. Second, 2*s.* (in addition to 9*s.* previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

PEACOCK, JOHN, Starch and British Gum Manufacturer, Manchester. First, 2*s.* 6*d.* *Hernaman*, 69 Princes-st., Manchester; any Tuesday, 10 to 1.

SANDHAM, GEORGE, Cotton Spinner, Newchurch. First, 3*s.* 10½*d.* *Hernaman*, 69, Princes-st., Manchester; any Tuesday, 10 to 1.

USHER, WILLIAM, Rope Manufacturer, Sunderland. First, 1*s.* 1*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

WALLINGTON, WILLIAM FORD, Tailor, Oxford. First, 2*s.* 6*d.* *Cannan*, 18 Aldermanbury; any Monday, 11 to 3.

WEARING, JAMES, Joiner, Ulverston. First, 5¾*d.* *Hernaman*, 69 Princes-st., Manchester; any Tuesday, 10 to 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb.* 2, 1858.

ANDERSON, THOMAS, Stone Mason, 4 Stephen-st., Lisson-grove. Feb. 23, at 12; Basinghall-st.

ANDREWARTHA, JAMES, Builder, 4 Forest-hill-ter., Kent. Feb. 25, at 2; Basinghall-st.

BATES, WILLIAM, Licensed Victualler, Plough Inn, Surbiton, Kingston-upon-Thames. Feb. 24, at 12.30; Basinghall-st.

BEAN, GEORGE, Hosier, 95 Cheapside. Feb. 26, at 12.30; Basinghall-st.

BIRD, WILLIAM, sen., & WILLIAM BIRD, jun., Wine and Spirit Merchants, Great Yarmouth. Feb. 23, at 12.30; Basinghall-st.

CURTIS, JOB, & HENRY HUNT SAYER, General Provision Merchants, Cardiff. Mar. 2, at 11; Bristol.

FALK, ROBERT, Merchant, 28 St. Mary-at-Hill, Little Tower-st. Feb. 25, at 2; Basinghall-st.

FILLER, WILLIAM BROMLEY, Merchant, 41 Lime-st. Feb. 25, at 1.30; Basinghall-st.

GEEN, WILLIAM, Builder, 27 University-st., Tottenham-court-road. Feb. 26, at 2; Basinghall-st.

HARRISON, WILLIAM, Draper, 51 Yorkshire-st., Rochdale, Lancashire. Feb. 25, at 11; Manchester.

HENDRY, JOHN, Back and Vat Maker, 7 Weymouth-st., Hackney-road. Feb. 24, at 12; Basinghall-st.

JOHNSON, ROBERT, Builder, Phœnix-pl., Calthorpe-st., Gray's-inn-rd., and 2 Bell-yard, Gracechurch-st. Feb. 24, at 11.30; Basinghall-st.

LAMBERT, MILES, Tailor, Liverpool. Feb. 25, at 11; Liverpool.

LOW, JOSEPH, Merchant, 40 Broad-st.-bldgs. Feb. 26, at 1; Basinghall-st.

M'RAE, JOHN JAMIESON, Tailor, Newark-upon-Trent. Mar. 2, at 10.30; Shirehall, Nottingham.

MULLINS, JAMES, Grocer, Liverpool. Feb. 23, at 12; Liverpool.

RAINFORD, WILLIAM, Cabinet Maker, Liverpool. Feb. 25, at 12; Liverpool.

RAWSON, THOMAS, Tailor, Halifax. Feb. 23, at 12.30; Commercial-bldgs, Leeds.

ROBERTS, EDWIN SPENCE, Shipowner, Liverpool. Feb. 25, at 11; Liverpool.
SHAMAN, GEORGE, Grocer, 70 High-st., Eton, Bucks. Feb. 24, at 12.30; Basinghall-st.
VANDERSLUIS, SAMUEL, Tailor, 133 Lower Marsh, and Westminster-rd., Lambeth. Feb. 23, at 1; Basinghall-st.
WALKER, WILLIAM SKIRVING, Ship Broker, Liverpool. Feb. 23, at 11; Liverpool.
WATERS, WILLIAM EDWARD, Wholesale Milliner, 26 Haverstock-st., City-rd. Feb. 24, at 1.30; Basinghall-st.
WELLS, WILLIAM COLLIER, Stationer, Swaffham, Norfolk. Feb. 25, at 11; Basinghall-st.

FRIDAY, *Feb.* 5, 1858.

BAKER, EDWARD LINDSAY, Ship Broker, Liverpool. Feb. 29, at 11; Liverpool.
BELSEY, GEORGE, Corn Dealer, late of Fairfield-villa, St. Peter the Apostle, Isle of Thanet, now of Southwood-villa, St. Lawrence, Isle of Thanet. Feb. 26, at 11.30; Basinghall-st.
CRAFE, WILLIAM TREEBY, Ironfounder, Devonport. Mar. 11, at 1; Athenæum, Plymouth.
CROMPTON, WILLIAM, Licensed Victualler, Kingston-upon-Hull. Mar. 3, at 12; Townhall, Kingston-upon-Hull.
DAVENPORT, JOSEPH, Silver Plater, Sheffield. Feb. 27, at 10; Council-hall, Sheffield.
KIRKHAM, THEOPHILUS, East India Merchant, 28 Leadenhall-st. Feb. 26, at 11.30; Basinghall-st.
LLOYD, WILLIAM, Frying-pan Manufacturer, Gospel Oak, Tipton. Mar. 5, at 10; Birmingham.
LORD, WILLIAM, Cotton Manufacturer, Cuerden-terr. & Lane-bridge, Habergham Eaves, Lancashire. Mar. 4, at 12; Manchester.
MASON, JOHN, Tobacconist, 11 Great Chapel-st., Westminster. Feb. 26, at 12.30; Basinghall-st.
MORTON, GEORGE, Miller, Brough Mill, Hope, Derbyshire. Feb. 27, at 10; Council-hall, Sheffield.
HULME, SAMUEL, Cotton Spinner, Heaton Norris, Lancashire. Mar. 1, at 12; Manchester.
PERRY, SAMUEL, Jeweller, 18 Regent-pl., Caroline-st., Birmingham. Mar. 1, at 10; Birmingham.
POOLE, JOSEPH, Innkeeper, Wellington, Somersetshire. Mar. 4, at 11; Exeter.
SHAW, WILLIAM, Oil and Linseed Cake Dealer, Tudor-st., Sheffield. Feb. 27, at 10; Council-hall, Sheffield.
SICHEL, GUSTAVUS, Merchant, 27 New Broad-st. Mar. 1, at 12.30; Basinghall-st.
SMITH, WILLIAM, & JOHN NEWEY, Soap Manufacturers, Smethwick, Staffordshire. Mar. 1, at 10; Birmingham.
WARDEN, JOHN, Hotel Proprietor, Stratford-upon-Avon, Warwickshire. Mar. 1, at 10; Birmingham.
WHITE, WATSON, Grocer, Bishop Wearmouth, Durham. Feb. 26, at 11.30; Royal-arcade, Newcastle-upon-Tyne.
WILKINSON, THOMAS JAMES, Surgeon and Apothecary, Hulme, Manchester. Feb. 26, at 11; Manchester.
WORSDELL, GEORGE, Iron Manufacturer, Warrington. Mar. 1, at 12; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 2, 1858.

BANES, MICHAEL, Warehouseman, Watling-st. Jan. 26, 2nd class; to be suspended for twelve months from Jan. 26.
BARNES, WILLIAM CHARLES, & WILLIAM CORDINGLEY, Manufacturing Chemists, Bow-common, Middlesex. Jan. 27, 2nd class.
BOOTH, JOHN STOCKS, Pianoforte Dealer, Sheffield. Jan. 23, 3rd class.
CROUCH, ROBERT, Hosier, 130 Oxford-st. Jan. 26, 1st class.
COX, FREDERICK WILLIAM, Grocer and Baker, Southampton. Jan. 29, 2nd class.
DAY, THOMAS, Victualler, Birch, Essex. Jan, 27, 2nd class.
DORE, THOMAS JAMES, Innkeeper, Stour Provost, Dorsetshire. Jan. 28, 2nd class.
EARLE, FREDERICK GEORGE, Commission Agent, 9 Salisbury-st., Strand, and late of Princes-sq., Kennington. Jan. 26, 2nd class.
EARNSHAW, ALFRED, Hosiery Dealer, Sheffield. Jan. 23, 3rd class.
GRATWICK, THOMAS, Cheesemonger, Camberwell-green, and late of 216 High-st., Southwark. Jan. 27, 2nd class.
HYDE, GEORGE COCKBURN, Surgeon, 16 South-parade, Chelsea. Jan. 23, 2nd class, having been suspended three months.
KENWAY, PETER, Commission Agent, Three King-ct., Lombard-st. Jan. 22, 3rd class.
LOWE, JOHN, Merchant, Manchester. Jan. 25, 3rd class, having been suspended from Jan. 26, 1857.
MATTHEWS, THOMAS, & JOHN MATTHEWS, Turn-screw Makers, Sheffield. Jan. 23, 3rd class.
MORROW, ROBERT, JOHN MORROW, & CLARKSON GARBUTT, Merchants, Liverpool. Jan. 22, 1st class.
OLIVER, DAVID, Miller, Grange-mill, Kimberworth, Yorkshire. Jan. 23, 2nd class.
ROSS, DANIEL, Grocer, Romford, Essex. Jan. 23, 2nd class, having been suspended three months.
SCALE, BERNARD, Plumber and Glazier, Sheffield. Jan. 23, 1st class.
WEBSTER, FREDERICK WILLIAM, Tavern Keeper, 73 Snow-hill. Jan. 29, 3rd class, having been suspended for twelve months from Dec. 20, 1856.
WHITE, WILLIAM JAMES, Baker, 135 Vauxhall-walk, also of Putney, Surrey, and late of Praed-st., Paddington, and Goswell-st. Jan. 23, 3rd class, having been suspended for twelve months from Jan. 23, 1857.

FRIDAY, *Feb.* 5, 1858.

ARNOLD, HENRY, & HENRY JOHN ARNOLD, Cheesefactors, Uttoxeter, Staffordshire. Jan. 29, 3rd class.
BAGOT, JOHN LAWLER, Woollen Draper, Liverpool. Jan. 26, 1st class.
BARTLETT, JAMES BENONI, & WILLIAM ANGEL BARTLETT, Tailors, Bristol. Feb. 1, 2nd class.
BATEUP, RICHARD, Cotton Spinner, Chatterton, Water, and Duncakshaw, Lancashire. Jan. 29, 2nd class.
CADMAN, JOHN, Brickmaker, Upholland and Billinge, Lancashire. Jan. 30, 2nd class; subject to a suspension of two years from Jan. 30.
COOKE, GEORGE, Grocer, Leeds. Jan. 29, 2nd class.
EDWARDS, EVAN, Grocer, Aberavon, Taibach, Glamorganshire. Feb. 2, 3rd class.
HOWL, JOHN, Screw Bolt Manufacturer, Darlaston, Staffordshire. Jan. 29, 3rd class.
JOHNSON, JOHN, Upholsterer, Wakefield. Jan. 28, 3rd class.
KINSELLA, EDWARD, Tailor, 36 New Bond-st. Jan. 29, 3rd class.
MERRY, CHARLES EDWARD, Grocer, St. Augustine's-parade, Bristol. Feb. 1, 2nd class.
MINCHIN, JOHN, Milliner, Newport, Monmouthshire, Jan. 2, — class.
MITCHELL, THOMAS, Coal Dealer, Preston, Lancashire. Jan. 22, 3rd class.
SLADE, JOHN, & JAMES TALLY VINING, Attorneys, Yeovil, Somersetshire. Jan. 26, 1st class.
SPARROW, OWEN, Grocer, 91 Shoreditch. Jan. 29, 2nd class.
VAN WINKLE, JACOB MARTIN, Tavern-keeper, King's Head, Poultry. Jan. 28, 2nd class; to be suspended for 6 months.
WILKINSON, JOHN, Grocer, Warrington, Lancashire. Jan. 28, 3rd class.
WYLD, JOHN HOPTON, Wine and Spirit Merchant, 83 Redcliffe-st., Bristol. Jan. 28, 1st class.

Professional Partnerships Dissolved.

FRIDAY, *Feb.* 5, 1858.

PUCKLE, HENRY, THOMAS BROADHURST PUCKLE, & HENRY JOHN BACKHOUSE, Proctors and Notaries Public, 5 Godliman-st., Doctors'-commons. By mutual consent; Jan. 12.

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 2, 1858.

ASHWORTH, JAMES, & THOMAS LUND, Cotton Spinners, Ramsbottom Lancashire. Jan. 15. *Trustees*, T. Wolstenholme, Cotton Spinner, Ramsbottom; R. Lund, Mechanic, Water Barn. *Sols.* F. & R. C. Radcliffe, 25 Clayton-st., Blackburn.
BAINBRIDGE, JOSEPH, & THOMAS SAMUEL BAINBRIDGE, Timber Merchants, Trinity-wharf, Rotherhithe. Jan. 18. *Trustees*, H. Dresser, Commission Merchant, 14 Great St. Helen's; J. Churchill, Wood Broker, 20 Cannon-st. West. *Sols.* J. & T. Gole, 49 Lime-st.
BRIGHT, SARAH, Draper, Parish of St. John, Bedwardine, Worcestershire. Jan. 13. *Trustees*, S. Bright, Draper, Birmingham; W. F. Meredith, Gent., St. John, Bedwardine. Creditors to execute before Mar. 14. *Sol.* Snape, High-st., Warwick.
CALLARD, JOHN, & MARTINIUS TOFTE, Drapers, Three Colt-st., Limehouse. *Trustees*, W. Pallett, Warehouseman, Bread-street; W. Taylor, Draper, Minories. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside.
GIBBONS, WILLIAM, Reed Maker, Witton, Lancashire. Jan. 27. *Trustee*, J. Edleston, Gent., Witton. *Sols.* T. & R. C. Radcliffe, 25 Clayton-st., Blackburn.
GITTINS, HERBERT, Linen Draper, 88 Castle-st., Bristol. Jan. 19. *Trustees*, F. Taylor, Manager of Messrs. Potters & Norris, Warehousemen, Manchester; H. Sturt, Wholesale Draper, London. *Sols.* Henderson, Bristol; Sale, Manchester; Reed, 59 Friday-st. Cheapside.
GREEN, WILLIAM, Earthenware Manufacturer and Brick Maker, Longton, Stoke-upon-Trent. Jan. 26. *Trustees*, J. C. Harvey, Gent., M. Cartwright, F. Grinder, J. H. Hawley, Earthenware Manufacturer, J. Hulse, Agent, J. Harp, Coal Master, all of Longton; O. Lodge, Agent, Penkhull. *Sols.* W. & E. Clarke, Longton.
HASTE, WILLIAM, & RICHARD HASTE, Machine Makers, Bradford, Yorkshire. Jan. 25. *Trustees*, T. R. Harding, Machine Maker, Leeds; J. R. Cordingley, Iron Merchant, Bradford. Creditors to execute before April 25. *Sols.* Bentley & Wood, Hall Ings, Bradford.
HILL, GEORGE ROWLAND, & HENRY CRADDOCK, Manchester Warehousemen, Coleman-st., London. Dec. 4. *Trustees*, W. Edwards, Warehouseman, Aldermanbury; E. Le Grand, Warehouseman, Aldermanbury. *Sol.* Wilson, 3 Aldermanbury.
HOLT, THOMAS, Iron and Brass Bedstead Manufacturer, 19 Blackfriar's-rd., and 315 Oxford-st. Jan. 22. *Trustees*, J. Campbell, jun., Iron Merchant, William-st., Blackfriars; R. Trowbridge, Iron Agent, 18 Upper Thames-st. Creditors to execute before Mar. 22. *Sol.* Anderson, 10 Barge-yard Chambers, Bucklersbury.
JORDAN, WILLIAM, Boot and Shoe Maker, Newcastle-upon-Tyne. Dec. 30. *Trustees*, L. Bolton, Miller, Brunton Mill, Gosforth, Northumberland; J. Park, Tanner, Newcastle-upon-Tyne. *Sol.* Story, 16 Market-st., Newcastle-upon-Tyne.
LISTER, JAMES, Ironfounder, Ulverston, Lancashire. Jan. 21. *Trustees*, W. Lister, Carter, Ulverston; J. Case, Tinman, Ulverston. *Sol.* Remington, Ulverston.
NALDRETT, JOHN, Inn Keeper and Farmer, Petworth, Sussex. Jan. 25. *Trustees*, G. W. Elliott, Corn Merchant, Chichester and Petworth; H. Michell, Brewer, Horsham. Creditors to assent before Mar. 26. *Sol.* Downer, Petworth.
SPEDDING, THOMAS, Manufacturer, Dewsbury, Yorkshire. Jan. 28. *Trustees*, B. Senior and J. Jubb, Merchants, both of Batley. Creditors to execute on or before April 28. *Sols.* Scholes & Son, Dewsbury.

FRIDAY, *Feb.* 5, 1858.

BANISTER, JOHN, Draper, Hulme, Manchester. Jan. 16. *Trustees*, W. Butterfield & P. Gillibrand, Merchants, Manchester. *Sols.* J. B. & E. Whitworth, 2 St. James's-sq., Manchester.
CARRIER, WILLIAM, China, Glass, and Earthenware Dealer, Dover. Jan. 12. *Trustee*, J. Sparks, Commercial Traveller, 2 Thavies-inn, Holborn. *Sol.* Scott, 4 Skinner-st., Snow-hill.
CARROLL, SUSAN, Licensed Victualler, East Teignmouth, Devon. Jan. 26. *Trustees*, J. Harding, Wine Merchant, Exeter; R. Gibbings & E. B. Hussey, Brewers, East Teignmouth. *Sol.* Templer, Fore-st., West Teignmouth.
COWLEY, PHILIP, Gent., Watford, Herts. Jan. 27. *Trustees*, C. H. Moore, Gent., Watford; H. Lomas, Plumber, Watford. *Sol.* Rowell, Rickmansworth.
HAIGH, WILLIAM CHAPMAN, Woolstapler, Bradford, Yorkshire. Jan. 12. *Trustees*, W. Duckitt, Banker, M. Tillotson, Woolstapler, & H. W. Blackburn, Accountant, all of Bradford. *Sols.* Terry, Watson, & Watson, Market-st., Bradford.
HERINGTON, CHARLES, Baker, Portsea. Jan. 30. *Trustees*, G. B. Prosser, Provision Merchant, Portsea; H. Stevens, Grocer, Landport, Southampton. *Sol.* Ford, Portsea.
NEIGHBOUR, JOSEPH, Baker, Kingston-upon-Thames. Jan. 29. *Trustees*, T. Leonard, Miller, Kingston; T. B. La Coste, Miller, Chertsey. Creditors to execute on or before April 29. *Sol.* Barhop, Kingston-upon-Thames.
OSBOURN, HENRY FREDERICK, Draper, Halstead and Bocking, Essex. Jan. 8. *Trustees*, J. Baggally & J. S. Basset, Warehousemen, Love-lane. *Sol.* Sole, 68 Aldermanbury.

Pritchard, Thomas Millington, & Thomas Higginson, Coffee and Rice Merchants, Liverpool (Pritchard, Higginson, & Co.) Jan. 16. *Trustees*, J. Bigham, Commission Merchant, 137 Chatham-st., Liverpool; J. Appleton, Wholesale Grocer, 51 St. Anne-st., Liverpool; J. Rye, Rice Miller, 5 Duke-st., Edge-hill, near Liverpool. *Sols.* Norris & Son, 16 North John-st., Liverpool.

Read, Christopher Ridout, Gent., Moorgate-street Chambers; and 32 Ladbroke-sq., Bayswater. Jan. 8. *Trustees*, W. H. M'Leod Read, Merchant, 6 Putney-hill, Putney, and of Singapore, East Indies; L. D. B. Mackay, Merchant, 7 Frederick's-place, Old Jewry. Creditors to execute on or before April 8. *Sol.* Clarke, 14 Serjeants'-inn, Fleet-st.

Reece, Thomas Edmonds, Draper, Blackfriars-rd. Jan. 22. *Trustees*, T. Mabyn, Aldermanbury; G. Howes, Warehouseman, St. Paul's-churchyard. *Sol.* Sole, 68 Aldermanbury.

Smith, Anthony John, Woollen Draper, Lawrence-lane, Cheapside, and Queen's-head-row, Lower-rd., Islington. Jan. 19. *Trustees*, F. Wilson, Manufacturer, Batley, Yorkshire; W. Haigh, Woollen Agent, Basinghall-st., London. *Sol.* Huson, 4 King-st., Cheapside.

Spencer, Joseph, Tailor, Kinoulton, Notts. Jan. 25. *Trustee*, G. Berry, Woollen Draper, Bingham, Notts. Creditors to execute before April 26. *Sol.* Buttery & Son, Nottingham.

Williams, William, Shopkeeper, Llandio, Carmarthenshire. Jan. 19. *Trustee*, E. Evans, Auctioneer, Carmarthen. Creditors to execute before April 19. *Sol.* Parry, Carmarthen.

Wilson, Charles, Glass Maker, Birmingham. Jan. 20. *Trustees*, W. Burr, Lead Merchant, Shrewsbury; J. Whitehouse, Agent, Penkridge. Creditors to execute before April 20. *Sol.* Reeves, 118 New-st., Birmingham.

Creditors under Estates in Chancery.

Tuesday, *Feb.* 2, 1858.

Bayly, Peter, Esq., Kennington, Surrey (who died in Nov., 1821). Bayly *v.* Douglass, and M'Dermott *v.* Doyle. M. R. *Last Day for Proof*, Feb. 26.

Cramp, John, Gent., Lamberhurst, Sussex (who died in Feb., 1854). Cramp *v.* Playfoot. V. C. Wood. *Last Day for Proof*, Feb. 12.

Draper, Thomas, Butler in the service of His Excellency the Marquis D'Azeglio, Park-lane and Park-st., St. George's, Hanover-sq.; also Job Master, 9 Charles-st., Grosvenor-sq. (who died in Nov., 1857). Re Draper's Estate, Meredith *v.* Draper. V. C. Stuart. *Last Day for Proof*, Feb. 23.

Ramsdale, Thomas, Gent., East Dereham, Norfolk (who died in Dec., 1854). Lacy *v.* Ramsdale. V. C Stuart. *Last Day for Proof*, Mar. 15.

Lock, William, Labourer, Stud-green, Hollyport, Berks (who died on Feb. 15, 1852). Stevens *v.* Stevens. V. C. Stuart. *Last Day for Proof*, Mar. 8.

Whalley, Thomas, Farmer, Welch Whittle, Lancashire (who died on Jan. 10, 1857). Re Whalley's Estate, Whalley *v.* Whalley V. C. Wood. *Last Day for Proof*, Jan. 24 [sic].

Wynne, Elias, Ty Gwyn, Denbighshire (who died in May, 1857). Re Wynne's Estate, Wynne *v.* Wynne. M. R. *Last Day for Proof*, Feb. 27.

Friday, *Feb.* 5, 1858.

Balmer, Catherine, Wine and Spirit Merchant, Tweedmouth, Berwick-upon-Tweed (who died on Sep. 10, 1857). Re the estate of Catherine Balmer, Balmer *v.* Dickson, V. C. Stuart. *Last Day for Proof*, Mar. 2.

Balmer, James, Wine and Spirit Merchant, Tweedmouth, Berwick-upon-Tweed (who died on Nov. 25, 1856). Re the estate of James Balmer, Balmer *v.* Dickson, V. C. Stuart. *Last day for Proof*, Mar. 2.

Cook, John, Gent., Scarborough (who died in June, 1857). Cook *v.* Cook, M. R. *Last Day for Proof*, Mar. 4.

Cook, William, Yeoman, Pocklington, Yorkshire (who died in Nov., 1847). Cook *v.* Cook, M. R. *Last day for Proof*, Mar. 4.

Hicks, John, Gent., Hall, Lanteglos-by-Howey, Cornwall (who died in March, 1855). Blamey *v.* Sobey, M. R. *Last Day for Proof*, March 1.

Hooper, Richard Wheeler, Major in Her Majesty's Service, Lewisham, Kent (who died in Oct., 1853). Re estates of Hooper, Hooper *v.* Dollman, M. R. *Last day for Proof*, March 1.

Ryder, Rev. Edward, Oaksey, Wilts, and Southlands, Ilse of Wight (who died in May, 1857). Re the estate of Rev. E. Ryder, dec., Howell *v.* Ryder, V. C. Wood. *Last Day for Proof*, Feb. 27.

Wedderburn, Sir James Webster, dec., Charles Wedderburn Webster, George Hawkins, & Mary his Wife, & Archibald Murray Douglas. Persons having charges on the ultimate balance of 8,823*l.* 14*s.* 3*d.* Bank £3 per Cent. Annuities, and also in £6,367 9*s.* 2*d.* New £3 per Cent. Annuities, standing to the credit of the above plaintiffs in these causes, are to come in and prove their charges and incumbrances. Wedderburn *v.* Wedderburn, and other causes, M. R. *Last Day for Proof*, Feb. 19.

Winding-up of Joint Stock Companies.

Unlimited, in Chancery.

Tuesday, *Feb.* 2, 1858.

London and County Assurance Company.—The Creditors of this Company are called upon by V. C. Kindersley to meet, at his Chambers, on March 15, at 2, for the purpose of appointing one or more person or persons to represent all the Creditors of the said Company.

North Thumberland and Durham District Banking Company.—A Petition was, on Jan. 29, presented by the firms of Glyn, Mills, & Co.; Barclay, Bevan, Tritton, & Co.; Overend, Gurney, & Co.; and Alexander & Co., of Lombard-st, praying that an order absolute might be made for winding up the said Company, and that all actions and suits against the said Company might be restrained, or that the voluntary winding-up of the said Company therein mentioned might be allowed to continue; and, in that case, that Mr. J. E. Coleman, Accountant, 36 Coleman-st., and Mr. O. T. Williams, Gent., 67 Lombard-st., might be associated with Messrs. J. F. Elliott, W. Bainbridge, and J. Farrs, the Liquidators appointed to act in the said voluntary winding-up; and that the said voluntary winding-up might be subject to the supervision of the said Court: it is expected such Petition will be heard before V. C. Kindersley, on Feb. 12. W. Murray, 11 Birchin-lane, Solicitor for the Petitioners.

Friday, *Feb.* 5, 1858.

Kent Zoological and Botanical Gardens Company, now commonly called the Rosherville Gardens Company.—V. C. Wood, on Jan. 26, ordered this Company to be absolutely dissolved as from that day, and wound up. And it is ordered that the respondents, George Jones, William Imrie, John Dawson Lowden, and William Chapman, be at liberty within one calendar month from the date of this order, to apply to discharge the same, on payment to the petitioner of the sum of 1,860*l.* 3*s.*, in respect of the judgment debt, &c., in the petition mentioned, paid by the petitioner, together with interest from May 23, to the day of payment, and also the costs of the petitioner, William Mayhew, of this application, including therein the costs of the Special Examiner, &c. And in case no such application be made, it is ordered that the costs of all parties be paid out of the estate and assets of the Kent Zoological and Botanical Gardens Company.

London, Birmingham, and Buckinghamshire Railway Company.—Master Richards, purposes, on Feb. 13, at 12, at his Chambers, to make two calls on the contributories, settled on the list, one for £150 each upon the said persons, towards payment of certain debts specified in the order of Feb. 27, and the other for 369*l.* 10*s.* each, for the discharge of the other debts allowed herein, and on account of costs.

Welsh Potosi Lead and Copper Mining Company.—A petition for the dissolution and winding-up of this Company was, on Feb. 4, presented to the Lord Chancellor, by Matthew Lyon, Esq., Stafford, and Thomas Gibbes, Stock Broker, 19 Throgmorton-street, which will be heard before V. C. Kindersley, on Feb. 19. H. Wickens, 4 Tokenhouse-yard, Bank, E.C., Solicitor for the Petitioners.

Scotch Sequestrations.

Tuesday, *Feb.* 2, 1858.

Barclay, James Robertson, and David Elder Barclay, Merchants, Dixon-st., Glasgow (Barclay, Elder, & Co.). Feb. 6, at 12; Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Jan. 27.

Bryce, James, and John Ferguson, Manufacturers, Dunfermline. Feb. 10, at 1; Milne's New Inn, Dunfermline. *Seq.* Jan. 29.

Calder, James, Draper, Brechin. Feb. 9, at 12; Commercial Hotel, Brechin. *Seq.* Jan. 29.

Chaddock, Charles Edward, sometime Merchant, London, and Partner of the East Dean Coal and Iron Mining Company of London, now residing in York-st., Glasgow. Feb. 6, at 12; Globe Hotel, George's-sq., Glasgow. *Seq.* Jan. 29.

Gebbie, Hugh, Skinner, Kilmarnock. Jan. 8, at 12; Black Bull Inn, Kilmarnock. *Seq.* Jan. 27.

Gray, James, Contractor, Dundee, now at Four-Mile House, Forfarshire. Feb. 11, at 11; Royal Hotel, Dundee. *Seq.* Jan. 29.

Macdonald, William, Sewed Muslin Manufacturer, 145, Queen-st., Glasgow (Macdonald & Lambie), and in Sydney. Feb. 5, at 12; Faculty of Procurators'-hall, St. George's-pl., Glasgow. *Seq.* Jan. 28.

Macfarlane, William, and John Mackay, Tobacco Pipe Manufacturers, Glasgow. Feb. 5, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 28.

Moncrieff, James, Commission Agent, Glasgow. Feb. 5, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 28.

Parker, Richard, Commission Merchant, London, presently residing in Partick, near Glasgow. Feb. 6, at 11; Globe Hotel, George's-sq., Glasgow. *Seq.* Jan. 28.

Wyper, John, and William Wyper, Wrights and Builders, Glasgow. Feb. 5, at 12; Globe Hotel, George's-sq., Glasgow. *Seq.* Jan. 28.

Friday, *Feb.* 5, 1858.

Christie, James, Baker, Dundee. Feb. 13, at 12; British Hotel, Dundee. *Seq.* Feb. 3.

Forrest, James Scott, Grocer, Annan. Feb. 13, at 12; Queensberry Arms Hotel, Annan. *Seq.* Feb. 2.

Frater, William, Billiard Room Keeper, 17 South-st., Andrew-st., Edinburgh; also in Perth and Stirling, and lately residing in 9 Rose-st., Edinburgh. Feb. 9, at 3; Crown Hotel, Princes-st., Edinburgh. *Seq.* Feb. 1.

Garrioch, John, Merchant, Isle of Sanday, Orkney. Feb. 15, at 1; Snowie's Commercial Hotel, Kirkwall. *Seq.* Jan. 30.

Gow, William, Dyer, Mile-end, Glasgow (William Gow & Co). Feb. 8, at 1; Faculty Hall, St. George's-pl., Glasgow. *Seq.* Feb. 1.

Guthrie, Andrew, Boot and Shoe Maker, Leith. Feb. 10, at 2; New Ship Hotel, Leith. *Seq.* Feb. 2.

Wright, James Kincaid, Cabinet Maker, Hamilton. Feb. 13, at 12; King's Arms Inn (Dick's), Hamilton. *Seq.* Feb. 2.

Lang, William, Commission Agent, Glasgow (of the firm of William Lang & Co., Gum Manufacturers, Glasgow). Feb. 10, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 1.

Perratt, John, Leather Merchant, Port Glasgow. Feb. 11, at 12; Argyle Inn, Port Glasgow. *Seq.* Jan. 29.

Turnbull, Alexander, Miller, Provan Mill, Glasgow. Feb. 8, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 1.

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We cannot notice any communication unless accompanied by the name and address of the writer.

Advertisements can be received at the Office until six o'clock on Friday evening.

THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 13, 1858.

THE CHANCELLOR'S LAND TRANSFER BILL.

The question of land transfer has very considerably changed its aspect since the meeting of Parliament. The Attorney-General stood pledged to introduce a bill based on the recommendations of the Commission, in whose report he concurred. It appears now that he prepared a Bill, but has not been allowed to introduce it. An "authority entitled to the highest respect" has felt difficulties which could not be surmounted; and so long as Lord Cranworth occupies the Woolsack it may, we suppose, be assumed that the question of registration of title is not to be officially taken up. So far as this course involves only delay, we do not object to it, for we have always been convinced that much time and consideration would be necessary to mature a satisfactory measure on a subject of so much difficulty. The real obstacles to successful legislation in this direction are in the details of the project, and we do not believe that any good could come of hurrying on the action of the legislature, and depriving the profession of the opportunity for deliberation which is necessary to guard against anticipated mischiefs, and, we may add, to allay groundless alarms which have been felt as to the possible operation of the measure on the interests of the body which we represent. But the advantage of such delay will be in a great degree lost, unless a well-digested Bill is before the public to serve as the groundwork of that reflection and criticism on the part of the profession without which we can scarcely hope to secure very successful or efficient legislation on the subject. The Bill annexed to the Commissioners' report does not, in our opinion, suffice for the purpose; and much of the dislike which has been expressed of the principle recommended has, perhaps, been due rather to the unfortunate framework of the draft in which it was attempted to embody it. We have no right to complain that a first attempt to shape a measure of so difficult a character should not have been altogether successful, but we had looked forward to the Attorney-General's promised Bill as likely to place the question in a fairer light before the profession. We do not know the extent of the objections entertained by the Chancellor; but however disinclined he may with reason be to recommend immediate legislation, we do not see why he might not allow the Bill to be introduced and printed, with the understanding that its consideration by Parliament is to be deferred until the profession has had ample time to make itself familiar with the scheme, and to let its opinions and suggestions be heard.

In lieu of the project of the Attorney-General the Chancellor has brought in a Transfer of Land Bill of his own. This is based on the principle of the Irish Incumbered Estates Act, though it does not go to the same extent, and is intended rather to promote the convenience of vendors than as an engine for clearing the land from excessive burdens. The character of the business under the Irish Act has been gradually undergoing a change in this direction. At first, all the estates brought under the hammer of the commissioners were charged up to and beyond their full value; but of late years, the powers of the Court have been more used as a means of effecting sales of estates under ordinary circumstances. Occasionally, where there was no incumbrance to give jurisdiction to the Court, owners who wished to sell have created burdens on their property for the purpose of enabling them to give the parliamentary title, which was found so largely to increase the selling price of land. Whether the same effect will be produced in England to the same extent may be doubted; but it is with this view of facilitating the sale, and authenticating the title to land, that the present measure has been prepared. An additional motive was, perhaps, supplied by the feeling that, after extinguishing the bold measure of the Attorney-General, it would not do to come before Parliament quite empty-handed. Indeed, the promise of the Queen's speech forbade total inaction, and the result is the present Bill, of which a full abstract will be found in another column. The Bill bears upon its face some marks of haste, and leaves so much to depend on the machinery to be hereafter introduced by orders of Court that it is difficult to pronounce a very positive opinion on it at present. As one specimen of the hurried manner in which it has been drawn, we may notice that the 15th clause enacts that no conveyance under the Act shall affect crown rents, quit rents, or charges under improvement Acts, "save where such rent or charge is redeemed under the power hereinafter contained." This was very well so far, but the draftsman unluckily forgot to introduce the power to which he had by anticipation referred. Slips of this kind, however, are easily mended, and are only important as showing the hasty character of the scheme. There are other points in which more considerable amendments will be required if the Bill is ever to become law.

The general scope of the measure is to give the Court jurisdiction to sell and convey land by an indefeasible grant, but instead of allowing this to be done, as in Ireland, on the demand of a tenant for life or any incumbrancer, the Bill requires the concurrence of all the persons who would be necessary to enable the Court to deal absolutely with land in an ordinary suit—that is to say, all interests must be represented up to and including the first estate of inheritance. A provision which relates to persons under disability, and an optional clause, by which, in special cases, the Court is enabled to sell subject to the interests of persons whose concurrence cannot be obtained, or to secure such interests out of the purchase-money, are the only clauses which at all enlarge the power already possessed of dealing with an estate. As a rule, no one will be able to sell under the Act, unless he is in a position to sell without its assistance. He must have a good title and prove it, and the only benefit which he or the purchaser will get will be, that the official seal will attest the fact that the title is perfect. The Bill is silent as to the means by which the Court is to satisfy itself of the goodness of the titles brought before it. The procedure of a specific performance suit will not apply, for both vendor and purchaser will combine to induce the Court to accept the title, whether it be good or bad. There will be no one to argue against it, and we should expect occasionally some lamentable cases of miscarriage. The judge clearly cannot attend to this kind of work himself, and if it were referred to the conveyancing counsel of the Court to decide, their fees and their demands for expensive evidence together would devour the purchase-money of all but large estates. It will not be easy to devise a satisfactory procedure in this respect, and without it

the measure will be a dead letter. One great benefit of it, if it could be put into a workable shape—perhaps the principal benefit—would be, that it would get rid of the obstacles so often occasioned by the fact, that remotely-interested persons are minors or under some other disability. In such cases, the Bill empowers guardians and committees to consent to sales on their behalf; and it is probable that the chief operation of the statute, should it pass, will be to effect sales in cases where the ingenuity of conveyancers is baffled by the incapacity of some of the beneficially-interested parties. If used with discretion, a power of this kind may be very serviceable, and we should be glad to see the Court invested with the authority given by this portion of the Bill.

CONSPIRACY TO MURDER.

It is no part of our province to discuss the Bill just presented to Parliament on conspiracies to murder from a political point of view; but it has a legal as well as a political aspect, and on that account it deserves some notice from this Journal. Looking upon it merely as a measure of law reform, we think that it incidentally remedies one of the most glaring blots in our criminal code, though the remedy is somewhat of that awkward and patchwork character which we must at present expect in all such measures.

It may not be uninteresting to our readers if we give a short sketch of the law as it stood before the proposed statute. In early times, nothing was attended to more carefully than the local limits of jurisdiction. A crime committed in one county could not be tried in another; a crime committed on water could not be tried on shore. The common law was looked upon as something which ran with the land, like covenants or title-deeds. There was, however, a jurisdiction in existence of a more extended character. If murders were committed abroad by Englishmen, an appeal of murder could be brought by the relations of the murdered man in England before the constable and marshal. This was a very ancient rule, and probably arose out of the military jurisdiction exercised by those officers during campaigns in France and other foreign countries. The Lord High Admiral, on somewhat similar principles, had the right of trying men for murders committed at sea, and the local limits of his jurisdiction in this respect are pointed out by an Act of the reign of Richard II. This state of things was subject to the inconvenience, that the officers in question proceeded by military law, the meaning of which was, that they adopted the procedure of the civilians to the exclusion of that which specially characterised the common law of England. In the reign of Henry VIII. the method in which the Admiralty jurisdiction was to be exercised was varied by an Act, which enabled the king to issue a special commission to certain persons to try in any county of England, and according to English rules of procedure, all crimes which fell within the authority of the Lord High Admiral. The local limits of this jurisdiction were extended by Acts passed in the last century to uninhabited or barbarous islands and continents beyond the sea; and these Acts constitute one branch of the law as it now stands.

There were, however, several other Acts, which turned, not upon the jurisdiction of the great officers of the Crown, but upon the specific offence of murder. By the 7th section of the Act for the consolidation of the law relating to offences against the person (9 Geo. 4, c. 31), it was provided that "any of his Majesty's subjects" who might commit murder on land either within the King's dominions or without, or might be accessory before the fact to any such murder, might be tried and punished in England. Either under this Act, or on a charge of conspiracy at common law, the persons accused of having planned the late attempt in the Rue Lepelletier might have been prosecuted, and it has been argued that, such being the existing state of the law, further legislation on the subject was unnecessary.

As a matter of curiosity it is interesting to speculate on the question, whether, assuming the evidence to have been satisfactory, such a prosecution could have succeeded. The affirmative was discussed with much ability, though hardly, we think, with sufficient fulness for legal readers, in a letter which appeared last week in the *Times*, under the signature "Lex et Consuetudo." The writer assumes, that, if the conspirators were Englishmen born, they would fall within the Act, and he labours to show that they would come under the words "her Majesty's subjects" if they were aliens. Each of these propositions appears to us exceedingly doubtful. The argument of the writer upon the latter point was, that there is such a thing as local allegiance, and that so long as a foreigner remains here, he is the Queen's subject, as much as if he were an Englishman born. This may be very true, but it does not help us in construing the express words of the Act. Though the question was discussed, or rather hinted at, in several cases (*R.* v. *Depardo*, 1 Taunt. 26; *R.* v. *de Matos*, 7 C. & P. 458; *R.* v. *Serva*, 2 C. & K. 63; and *R.* v. *Azzopardi*, 2 Mo. Cr. Ca. 288), it was never expressly decided, and it so happens that in each of these cases the decision was, on one ground or another, in favour of the prisoner, except in the case of *R.* v. *Azzopardi*, in which the prisoner was a Maltese, and therefore a British subject. If, in order to interpret the Act, we turn to the Act itself, it is impossible not to remark that in all the other sections the words used are "any person," which must of course mean, any person under the jurisdiction of English law; and that being so, the marked change in the 7th section to the words "her Majesty's subjects" would be altogether unmeaning if they included local as well as natural allegiance, for, upon that supposition the two forms of expression would amount to one and the same thing. If the more limited interpretation be put upon the word "subject," the section will have a consistent meaning. It will enact that Englishmen committing murder abroad shall be liable to punishment. It would, however, seem very doubtful whether the Act would apply even to Englishmen born who might plot a murder (in the common sense of the word) to be committed on a foreigner, by a foreigner, in a foreign country. Murder is a term of art defined, no doubt, very ill, but still in a most elaborate and careful manner, and it is difficult to suppose that the name can be applied, in its strict technical meaning, to actions of which English law can take no cognizance. If one Frenchman kills another in France, he does a very wicked thing, but he does something for which English law has no name. Our definitions must be co-extensive with our jurisdiction; and though we may with propriety say that the definition of murder, together with other parts of our law, attaches to Englishmen all over the world, it by no means follows that it attaches to all acts between foreigners to which Englishmen may be parties. This view is, to a great extent, favoured by the extradition treaty between this country and France. The French definitions of crime committed in France are, for the purposes of that treaty, incorporated into the English law by the Act which gives effect to it. For each of these reasons it appears to us extremely doubtful whether accessories before the fact to the late attack on Louis Napoleon would come under the Act to which we have referred.

It appears, however, unquestionable that these persons would be guilty of a conspiracy. Conspiracy is a combination of two or more persons to do an illegal act, and that it is in this application of the word "illegal" to kill a man without lawful cause in any part of the world, there can, we think, be no doubt. The common law, as we have before observed, is in effect a qualified power of legislation vested in the judges, and they have frequently taken upon themselves to recognise the general rules of morality, and to lay down the principle that it is criminal to conspire to do an act which violates them. A conspiracy to debauch a

woman is a crime, though incontinence is not; and, in the same way, it might well be illegal to conspire to kill a foreigner abroad, although killing him would not be an offence triable in an English court of law. It is so clear that fine and imprisonment are a most inadequate penalty for such an offence that we shall not insist upon this point. We will only say that no part of the criminal law requires reform more urgently than that which regulates the penalties affixed to acts connected with the preparation and incipient execution of offences. They are almost always punished much too lightly, and, apart from all political considerations, the proposal to increase the punishment in this particular case, appears to us most expedient and necessary.

Legal News.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR).

In Re Edward Watts, a Solicitor.—Feb. 8.

In this case Edward Watts, a solicitor, who had carried on business for a period of thirty years at Hythe, and was at present the town clerk of that place and clerk to the magistrates, was called upon to show cause why he should not be struck off the roll of solicitors. It appeared that a person named Green, being in want of £1,000, came to Watts to obtain that sum for him on mortgage of certain leasehold and freehold property; and Watts induced a client of his, the Rev. Mr. Formby, to advance the same. The £1,000 was handed over by Formby to Watts, and by the latter paid into his bankers' to his own account. Before any mortgage was executed Watts became insolvent, and the £1,000 was lost to both Green and Formby. Subsequently an arrangement was entered into, by which Watts's brother was to pay the £1,000 to Formby. A suit of *Cory* v. *Watts* having been instituted in the court of Vice-Chancellor *Stuart*, and Mr. Formby in an affidavit having stated that Watts had told him before his insolvency that he had paid over the £1,000 to Green, the Vice-Chancellor thought the conduct and misstatement of Watts to be so culpable in a professional man that he forwarded a statement of the case to the *Lord Chancellor*, which gave rise to the present proceedings On behalf of Watts it was urged that, although his statement to Formby was not altogether true, it was in part, as some portion of the £1,000 was to go in discharge of a debt due from Green. At the same time there was no pretext for saying that Watts had any intention of defrauding either Formby or Green, and he deeply deplored having made the misstatement.

Sir *F. Thesiger*, Mr. *Malins*, and Mr. *W. D. Lewis*, appeared for Mr. Watts; Mr. *Bacon* and Mr. *Taylor* were instructed by the solicitor to the Suitors' Fund.

The LORD CHANCELLOR asked for certain papers, and reserved his decision.

COURT OF QUEEN'S BENCH.

(Before Lord CAMPBELL and a Special Jury.)

CUTTS *v.* SHEPHERD.—*Feb.* 5.

Mr. *Edwin James*, Q.C., Mr. *Prentice*, and Mr. *Woollett*, appeared for the plaintiff; Mr. *Hawkins*, Mr. *C. Pollock*, and Mr. *Henry James*, for the defendant.

Mr. *Edwin James* said, the plaintiff in this action was a solicitor in Essex, who had been in practice for thirty years, against whom a charge had been made, without any reasonable or probable cause, under the Bishop of Oxford's Act. He (Mr. *James*) now understood that the defendant was about to withdraw the charge; and, as the plaintiff's only object in bringing the action was to vindicate his character, the plaintiff had no wish to proceed to recover damages.

Mr. *Hawkins* said, that, on the part of his client, who was also a solicitor in Essex, he was anxious to disclaim any vindictive or malicious feeling against the plaintiff. The defendant had unfortunately taken advice, and, acting on that advice and the information he had received, he had instituted the prosecution; but he was now satisfied that there was no justification for the proceedings.

Lord CAMPBELL expressed his most sincere satisfaction at the arrangement which had been come to. He was bound to believe that the defendant was merely mistaken in instituting the prosecution; but he must say, that there was not the slightest foundation for the prosecution, for it was clearly not a case within the Bishop of Oxford's Act. The arrangement was made with a view to the marriage of the young woman, and to make her an honest woman.

The jury then found a verdict for the plaintiff, with damages, five guineas.

The Queen has appointed Mr. Hammond, her Majesty's Advocate-General for Jersey, to the office of Bailiff of that island, vacant by the death of Sir T. Le Breton.

Alexander Fitzjames, Esq., is appointed Queen's Advocate, and Police Magistrate, of Sierra Leone.

The French Tribunals.

An important decision with regard to the purchase of shares was delivered by the Civil Tribunal on the 11th instant. A gentleman, named Sautreau, brought an action against two gentlemen, named Raymond and Durand, to obtain from them twenty bonds of the Credit Foncier, which he had lost, and which turned out to be in their possession. The defendants proved that they had purchased the bonds in the *coulisse* of the Bourse from one Jalloureau, and they contended that as M. Sautreau had not declared his loss to a commissary of police, and had not published any advertisements about it, but had contented himself with begging the Credit Foncier and the Syndicate of the *agents de change* to impound them if presented, he was not entitled to recover. But the Tribunal decided that the defendants, in purchasing them in the *coulisse*, instead of through an *agent de change*, could not be considered in legitimate possession of the shares, and that they must consequently restore them. It, however, ordered Jalloureau to indemnify them, and it further ordered that one Tournadre, who had sold them to Jalloureau, should indemnify that person.

A very important question regarding the privileges conferred on a foreigner who obtains "civil rights" in France, was decided on the 7th instant by the Imperial Court. The facts of the case were these:—M. Delapierre, an English money-changer, some time ago caused an Englishman, named Westrop, to be arrested and lodged in the debtors' prison, in the Rue de Clichy, for the non-payment of a bill of exchange of 300 francs, drawn by him in England, but passed to Delapierre. Westrop immediately applied to the Civil Tribunal to be released, on the ground that one foreigner cannot arrest another foreigner for debt, represented by a bill drawn abroad; and that, though Delapierre had obtained, by decree of the 17th December, 1856, authorisation to reside in France and to enjoy civil rights in conformity with Art. 13 of the Code Napoleon, he was not the less a foreigner; but the Tribunal decided that the granting of civil rights to a foreigner confers on him the power of arresting another foreigner for debt, and it dismissed the demand with costs. Westrop appealed to the Imperial Court against the decision, but the Court, after hearing lengthened arguments, confirmed it.

M. Loysel, inventor of what are called "Percolateurs," for extracting the taste and aroma of coffee, tea, hops, &c., on a new plan, got up in 1856 a company with a capital of 600,000 francs for working his invention, and took extensive premises in the Place du Palais Royal. But the company did not prosper, and its liquidation was resolved on. On that, a gentleman named Magnier brought an action before the Tribunal of Commerce, first against M. Loysel personally, and next against him as head of the company, to obtain payment of 41,362 francs for money advanced for the purposes of the company, and the case was decided by default in his (Magnier's) favour. But the liquidators of the company opposed this judgment on the ground that M. Magnier had advanced the money in question as *commanditaire*, and they demanded not only that his claim should be rejected, but that he should be ordered to pay 8,638 francs, which they represented to be due from him, his *commandite* having been for 50,000 francs. They could not, however, prove that he was a *commanditaire*, and the judgment was confirmed. The case was brought to the Imperial Court, on appeal, to have the judgment quashed on the new ground that the money had been lent to Loysel personally, and that the company had not got it. But the Court declared that this was in contradiction with the original pretension that Magnier had been a *commanditaire*, and it confirmed the former judgment.

The Military Tribunal at Marseilles was occupied for several days with the trial for embezzlement of Royer, a storekeeper, and Molard, one of his subordinates. From the allegations of the indictment and the testimony of witnesses, it appears that in the Crimean war Royer had been charged with the care of

tents and clothing at Kamiesch, but that his accounts presented such irregularities that grave rebukes were addressed to him by the Minister of War, and a strict surveillance established. At the conclusion of the war a searching investigation was instituted, and it then turned out that he had defrauded the state to the amount of 270,000 francs. This, it appeared, he had effected in the following way:—He represented to the tradesmen who supplied goods that the accounts which he was required to keep rendered two copies of their bills and receipts necessary, and he persuaded them, in order to save time, as he said, to send him one bill duly receipted, and a blank bill-head with a receipt, he promising to make the second copy and fill up the receipt; but, instead of a copy, he made an imaginary bill for much larger quantities of goods than had really been supplied. By these means one tradesman of Marseilles, of the name of Fellenc, who had supplied goods to the amount of 60,000 francs, was made to appear to have sent supplies to the amount of not less than 158,000 francs; and another, who had supplied about 30,000 francs' worth, figured for 80,000 francs. In consequence of these frauds, Royer, who at the beginning of the war was only possessed of some 10,000 francs, and whose salary was not large, transmitted to his wife from the Crimea, or brought home with him, upwards of 200,000 francs. As to Molard, it appeared that when the irregularities in Royer's accounts were discovered, he was sent to the Crimea to assist in putting them straight, and a few days after his arrival he found in an envelope addressed to him and placed in his desk a bill of 5,000 francs. The address on the envelope was, he saw, in the handwriting of Royer, and he took the bill back to him, but that person persuaded him to retain it. Molard subsequently became a participator in the man's frauds to the amount of 57,000 francs. In addition to what he gave Molard, Royer, it appears, had made presents almost every month to his clerks. Royer, in his defence, pretended that he had made the large sums traced to him by speculations in oxen purchased in Illyria, and sold to the army. Molard admitted that he might have done wrong in taking the money offered him by Royer, but pretended that he was not aware that to do so was dishonest. The Court condemned Royer to five years' imprisonment with hard labour; Molard was acquitted.

Recent Decisions in Chancery.

Charity—Right to Improved Rents.

The Attorney-General v. *The Dean and Canons of Windsor*, 6 W. R. 220.

This case, although argued and discussed by the Court at considerable length, contains but a small point of law, and that merely an acknowledgment that there was no possibility of escaping the application of the judgment of the House of Lords in the Beverley case. In our notice of that decision (vol. i. p. 770), we traced the history of the authorities which had culminated in the two decisions at the Rolls, which were thereby overruled. The point established by the Beverley case was, that where, after devoting a certain part of the rental of an estate to specific charities, a testator gives "the surplus, amounting to £—," for the benefit of the trustees, or of any one else, the improved rental for all time to come belongs to these persons, and not to the charity. In the present case, after the poor knights had been endowed with about £400 a year, the residue of the rents of the estates, specified as being 231*l.* 6*s.* 8*d.*, was given to the dean and canons. The value having now risen to about £14,000, the poor knights claimed a share of the increase, but the Master of the Rolls held that the case was governed by the Beverley case, and dismissed the information.

Building on the Land of Another—Equitable Charge—Set off.

Unity Joint Stock Banking Association v. *King*, 6 W. R. 264.

This case involves two or three interesting points. The facts were shortly these. James King, the defendant, purchased a small piece of land for £50, which was not actually paid, but remained a charge upon the land till completion of the purchase. The only document of title was, therefore, the agreement of sale. The defendant, after having expended about £250 in building on the land, put his sons in possession, who reimbursed him the £250, and erected more buildings, at a cost of about £1,200. The father admitted that he always contemplated giving the land to his sons as soon as he should be freed from a guarantee for £10,000, which he had given for them. The first question was, what rights the sons had acquired by their large expenditure on this piece of land. The plaintiff, who claimed through the sons, contended that it was a sufficien ground for implying in equity a gift in fee simple. On the other hand, *Cawdor* v. *Lewis* (1 Y. & C. 427), and *Dann* v. *Spurrier* (7 Ves. 231), were referred to, to show that the utmost which a man can acquire by building on another's land is a lien for the amount of his expenditure; and it was held that this was in the present case the legal effect of what had taken place, viz., that the land remained the property of the father, subject to a lien in favour of the sons for the amount of what they had laid out.

The next question arose thus:—The sons got possession of the agreement under which the land was held, and deposited it with their bank as a security, representing falsely that the father was a consenting party to the deposit. The effect of this was held to be, to create an equitable mortgage of their interest. In other words, the sons having a charge on the land, sub-mortgaged that to the bank. The bank was, *pro tanto*, a transferee of the equitable charge belonging to the sons on account of their expenditure.

Now, the ordinary rule when a mortgage is transferred—as was long since settled by *Matthews* v. *Wallwyn* (4 Ves. 118), and that class of cases—is, that the transferee takes, subject to the state of account between the mortgagor and the mortgagee, *up to the time when the mortgagor first had notice of the transfer*. It is with reference to this principle that the present case is difficult to understand. What was decided was this, that the rights of the father against the property in the hands of the bank were less extensive than they would have been if the sons had never parted with or incumbered their interest. Against the sons the father (it was laid down) would have had a right to set off his liability on an independent transaction. Against the bank he would have no such right; and yet the only material circumstance which could affect the set-off was the bankruptcy of the sons, and the consequent liability of the father on his guarantee, which occurred *before the father had notice* of the deposit, and ought, therefore, to have been as available against the bank as against the sons. There is no other way of explaining the judgment than by supposing that the Master of the Rolls attributed the right to set-off to some circumstance subsequent to the notice from the bank, but it is difficult to find any such fact in the report, though perhaps the judgment may be right on the ground that no set-off ever accrued at all, either against the sons or the bank.

Mortmain—Shares in Cost-book Mine not an Interest in Land.

Hayter v. *Tucker*, 6 W. R. 243.

The question whether a share in a mining company conducted on the cost-book principle, constituted such an interest in land as would bring the share within the operation of the 4th section of the Statute of Frauds, or of the Statute of Mortmain, has been much discussed of late, both in courts of law and equity. In *Watson* v. *Spratley* (10 Exch. 222, 2 W. R., 627), now a leading authority on the subject, there was a considerable difference of opinion in the Court of Exchequer as to the real character of mining adventures conducted on the cost-book principle. In that case the lease, which was in a form not uncommon in such companies, was to S. Y., his executors, administrators, *co-adventurers*, and assigns, who had thereby a license to dig, &c., for minerals for twenty-one years. The money paid for the lease was raised by calls on the shareholders; and the point to be decided was, whether a contract for the sale of shares in the company was a contract for the sale of an interest in land within the 4th section of the Statute of Frauds. *Martin*, B., *Platt*, B., and *Alderson*, B., held that it was not; while *Parke*, B., was of opinion that it was a question for the jury whether the purser of the mine held it in trust for himself and his co-adventurers, present and future, in which case there would be a direct trust in the realty, and, if so, the shares would be within the statute. "If," said Baron *Alderson*, "each shareholder in the mine has a joint interest in the land itself, that interest cannot pass except by the mode prescribed by the 4th section. But if, on the other hand, each shareholder has merely a right to a divisible proportion of the profits of the adventure, and no interest in the land, then the case is not within that enactment."

It had been questioned for a long time whether the interest of a shareholder in a company (a part of whose capital is land) incorporated by Act of Parliament or royal charter, was not an interest in land within the 4th section of the Statute of Frauds. But the question was finally settled in the negative by the cases of *Bligh* v. *Brent* (2 Y. & C. 294), and *Duncuft* v. *Albrecht* (12 Sim. 189), on the ground that the substantial interest of

the shareholders in incorporated companies is to participate only in the profits of the partnership, and not to divide the land itself. The principle of the decision is, that the individual shareholders are quite distinct from the corporation, in whom the land is vested. In *Watson* v. *Spratley*, however, Baron *Martin* considered, notwithstanding this difference between incorporated companies and cost-book companies, that the interest of shareholders was, in its essential nature, the same in both. "In both," said his Lordship, "the shareholder has only the right to receive the dividends payable on his share, that is, a right to his just proportion of the profits arising from the employment of the joint-stock, consisting, indeed, partly of land; but, whilst he holds his share, he has no interest or separate right to the land, or any part of it." The general conclusion to be drawn from the decision in this case is, that whether the legal interest in the land be vested in a corporation, or in a trustee for a joint-stock company, is altogether immaterial, so far as the question relates to the 4th section of the Statute of Frauds. The decision in *Powell* v. *Jessopp* (18 C. B. 354) went expressly upon the authority of *Watson* v. *Spratley*, and is altogether to the same effect. It has also been frequently discussed whether shares in a mining, or other company, possessing land, are an interest in land within the Statute of Mortmain; and the question could hardly have been considered as settled until very recently. In *Hayter* v. *Tucker*, *Wood*, V. C., however, was of opinion that it is now definitively decided, and no longer arguable. As to the principle involved in the case, after alluding to the difference between incorporated and unincorporated companies, his Honour observed that, even in these latter, the land was held in trust for the whole co-partnership; that it could never come into the possession of any one partner, his interest being only in the profits of the partnership; that if the company was wound up, the land would be sold, and dealt with as money; and that, in short, as the charity intended to be benefited could not by any possibility be driven to accept the land, there was no contravention of the Statute of Mortmain by a bequest of shares in a cost-book mining company. In *Myers* v. *Perigal* (2 De G. M. & G. 619), Lord *St. Leonards*, adopting the opinion of the Court of Common Pleas, to whom an issue was sent, and reversing the decision of Sir *L. Shadwell* (see 16 Sim. 533), held that shares in a joint-stock bank, whose property consisted, among other things, of freehold and copyhold estates, were not within the Statute of Mortmain, 9 Geo. 2, c. 36. In *Edwards* v. *Hall* (6 De G. M. & G. 74), Lord *Cranworth*, affirming the decision of Wood, V.C., while doubting whether, if the question were an open one, shares even in an incorporated company, *where they derived their only or their chief value from land*, *e.g.*, waterworks or canal companies, ought not to be considered interests in land within the statute, nevertheless felt himself bound by the authority of *Myers* v. *Perigal*, according as it did with a number of previous cases, and, as his Lordship believed, "with the general understanding of the community." The same doubt which weighed upon the Lord Chancellor's mind induced the Master of the Rolls, in an earlier case, *Ware* v. *Cumberlege* (20 Beav. 503), to decide that a bequest of shares in the Grand Junction Waterworks Company to a charity was invalid. His Honour in that case took occasion to question the distinction between incorporated and unincorporated companies, and to propose what he considered a more reasonable one, viz., that where the substance of the undertaking is a dealing with land, and land is of the essence of the thing which creates the junction of persons for the purpose of forming a company, whether incorporated or not, the case falls within the provisions of the Statute of Mortmain. It might fairly be considered, however, that this distinction would be open to greater doubt in its application than that which it was intended to supersede, for in a great number of instances the question would arise, whether or not land was, and to what extent it was, the substance of any given undertaking. The question, however, cannot now be raised, except before the House of Lords, as the result of all the recent cases, both at law and in equity, is to exclude shares in *any* company possessing land from the operation either of the Mortmain Act or of the 4th section of the Statute of Frauds. We may add that *Watson* v. *Spratley* decides that shares in a cost-book company are not goods and chattels within the 17th section of the last-mentioned statute.

Cases at Common Law specially Interesting to Attorneys.

SESSIONS PRACTICE—COSTS OF APPEAL.

Regina v. *Padwick*, 6 W. R., Q. B., 224.

In this case, an appeal had been brought before the quarter sessions against an allowance of the accounts of a surveyor of the highways, which had been passed at the special sessions appointed to be held for that purpose by the General Highway Act (5 & 6 Will. 4, c. 50). The appeal had been dismissed on the ground that the magistrates had no jurisdiction to entertain it (see *Reg.* v. *West Riding of Yorkshire*, 1 Q. B. 624); and they ordered the appellant to pay to the respondent certain costs. This order had been brought before the Queen's Bench by a writ of certiorari; and an application was now made to quash the order, on the ground that if the quarter sessions could not entertain the appeal, neither could they order costs. It was admitted, on the argument, that no power to award costs, under the circumstances of the case, existed either by common law, or under the General Highway Act: but the Queen's Bench held unanimously, that the 5th section of the Act, introduced by Mr. Baines, in the year 1849, for the amendment of the procedure of the courts of general and quarter sessions of the peace (12 & 13 Vict. c. 45) met the case; for, in giving the Court, "upon any appeal" brought before it, power to order and direct "the party against whom the same shall be decided" to pay to the other reasonable costs, the Act intended to give such power in *all* cases—whether any right of appeal existed in the particular case or not. The rule to quash the order was consequently discharged with costs. It is remarkable that no attempt appears to have been made to support the rule, on the ground that the form of the order (as it appears from the report) was to pay the costs to the *respondent*, and not in the first instance to the clerk of the peace, to be by him paid over to the party entitled, and in default of payment to be ultimately levied by distress or commitment in the manner pointed out by 11 & 12 Vict. c. 43, s. 27, which provision is incorporated with 12 & 13 Vict. c. 45, s. 5. This would seem to have been the regular form, and an objection to an order for costs made in the form used in the case under discussion, on dismissing an appeal against a poor-rate, being urged in the case of *The Queen* v. *Huntley* (3 Ell. & Bl. 172), was only overruled on the ground that the order was made in virtue of an unrepealed enactment—viz. 17 Geo. 2, c. 38, s. 4, and that the subsequent general provision of 12 & 13 Vict. c. 45, s. 5, as to costs on appeal, was cumulative only, and did not take away any former power of awarding costs in appeals, nor alter the form of awarding costs under such former power. But in the case under discussion, on the other hand, the right to order costs at all in the case of dismissing an appeal for want of jurisdiction, confessedly depended upon the 12 & 13 Vict. c. 45, s. 5, alone.

COUNTY COURTS—INTERPLEADER—RIGHT OF LANDLORD TO DISTRAIN GOODS ON PREMISES.

Beard v. *Knight*, 6 W. R., Q. B., 226; *Vallance* v. *Nash*, Id., Exch., 227.

Two cases on the construction of the last County Court Amendment Act (19 & 20 Vict. c. 108). The first, was as to the effect of s. 75, which, after providing that the restriction contained in 8 Anne, c. 14, against taking goods in execution without first satisfying the rent due, shall not apply "to goods taken in execution under the warrant of a county court judge," proceeds to give power to the landlord to call on the bailiff levying execution, to distrain for the rent; and on the sale of the goods, to have such rent satisfied out of the proceeds in priority to the claim of the execution creditor—"the overplus of the sale to be returned to the defendant." In the case under discussion the bailiff seized, (after notice from the landlord of rent being due,) certain goods of the defendant, among which were some goods of a third party. The county court judge held, that these last goods were distrainable, and that their proceeds should be applied towards payment of the rent. The Court, however, held that the above provision only made the goods of the *execution debtor*, distrainable by the bailiff sent in to execute a fi. fa. Apparently the landlord, in the case under discussion, should have distrained the goods of the third party before the judgment creditor put in an execution, and having failed to do so, he lost his common-law right of distress.

The other case turned upon the 68th section, by which an appeal is given, among other cases, in proceedings in interpleader where the money claimed, or the value of the goods or chattels, or of the proceeds thereof, exceeds £20. In the present case, A. having obtained a county court judgment for £10, the bailiff seized certain goods claimed by B., to the value of £21. The ownership of these goods being disputed, and the judge having decided in favour of one claimant, both parties agreed to appeal against his decision; but the judge refused to settle and sign the case, as he held that the criterion of the "value of the goods" was the amount of the judgment, *i. e.*, the value claimed by the execution creditor, which, in the present

instance, was but £10. The Court, however, held, that the legislature clearly intended that in such a case there should be an appeal—otherwise, for a debt of £19 a valuable work of art might be seized and sold for a tithe of its value, without any appeal from the decision of the county court judge as to its true ownership.

It is noticeable, that a question as to whether a particular chattel belongs to A. or to B., in the majority of cases, is a question of *fact*, not of *law*. And yet the appeal given by the above provision in cases of interpleader, lies only on the same grounds as provided by 13 & 14 Vict. c. 61, s. 14, *i. e.*, in cases where the appellant is dissatisfied with the determination or direction of the Court in point of law, or upon the admission or rejection of evidence. It is apprehended, therefore, that the appeal in the case under discussion (where no question of law or evidence is stated to have arisen) could only have been brought by the consent of both parties.

Criminal Law—Pleading—Variance between Indictment and Evidence.

Regina v. *Jennings*, 6 W. R., C. C. R., 231.

An indictment alleged that A., as "the servant of B.," stole certain articles "belonging to B." In point of fact, B. had a special property only in the goods as agent to C., whose servant A. was when he took the goods. The Court held that the variance between the indictment and the evidence was not material, because proof that A. was the servant of B., though necessary to convict the prisoner of compound larceny under 7 & 8 Geo. 4, c. 29, s. 46, might (if required) be rejected, and the conviction be for a simple larceny. And as to B. only having a special property, as agent, in the goods stolen—that was sufficient to support an allegation that they belonged to him.

Criminal Law—False Pretences, Recent Decisions as to the Offence of obtaining Property by.

Reg. v. *Jessop*, *Reg.* v. *Fry*, 6 W. R., C. C. R., 245; *Reg.* v. *Godfrey*, Id. 251.

The offence of obtaining money or other property by means of false pretences, is one of those which is so Protean in its nature as often to put the law at defiance. The cases under discussion are recent decisions, as to what constitutes the offence and the manner of charging it in the indictment. In *Reg.* v. *Jessop*, the prisoner had come to an inn, and, after calling for a glass of beer, tendered in payment to the daughter of the landlady an Irish £1 note, saying, "I want this £5 note changed." The daughter (who, as well as her mother, could read), took it to her mother, who, being busy at the time, did not examine it particularly, and gave the prisoner 4*l.* 19*s.* 10½*d.* as his change. The prisoner was aware that the note was only for £1. The arguments urged in his behalf were, that the prosecutor had the means of detecting the real value of the instrument from the face of the note itself, by using common prudence; and, further, that the case was within the principle recognised by the majority of the judges in the recent case of *Reg.* v. *Bryan* (5 W. R. 598), viz., that a false and fraudulent representation as to the *quality* as distinct from the *kind* of an article, by means of, or on the security of, which money is obtained, does not come within the terms of the statute. The Court, however, without calling on the Crown to argue the point, affirmed the conviction, Lord *Campbell* observing, that if a man is fraudulently told that a note is of a certain value, whereas it is of a less value, and gives change without looking to see that all is right, the money is obtained from him by false pretences.

The facts of the case of *Reg.* v. *Fry* were as follows:—A. B., the prosecutrix, dropped 10*s.* out of her pocket at a railway station, which was picked up and given to her by the prisoner F., who was a stranger to her. F. and A. B. afterwards got into conversation together, and F. ultimately induced A. B. to lend to her a half sovereign, by saying that if she would do so, she, F., would take her home with her till she got a situation, representing, at the same time, that she, F., kept a shop, and that she required the money to pay for some blankets her husband had ordered. These representations were both false; and a parcel which F. gave to A. B. to keep for her till she saw her again, contained, when examined, only stones and pieces of brick. The Court held that on these facts the 10*s.* was obtained by means of false pretences within the meaning of the statute, and that the circumstance that the indictment contained no express averment that the prisoner asked the prosecutrix to lend the money, was not material; and that the averment which it did contain, that the prisoner pretended she had got an article of value in the parcel which she gave the prosecutrix to hold, was borne out by the evidence above stated.

In *Reg.* v. *Godfrey*, the prisoner was indicted for obtaining a cheque by false pretences. He was charged with having falsely obtained "a cheque for the sum of 8*l.* 14*s.* 6*d.* of the moneys of" one W.; and it was urged that as a cheque independently of the statute is not the subject of larceny, but merely evidence of a right and a chose in action, the property in it should have been laid with precision; whereas, for anything that appeared in the indictment, the cheque might not have belonged to W. though the money did. And *R.* v. *Watts* (2 W. R. 233) was relied upon, a case in which an indictment for stealing a piece of paper which was an unsigned agreement, was held to be bad. The Court, however, in the case under discussion, approved the conviction—holding that the words "of the moneys" were mere surplusage.

Common Law Procedure Act, 1854—Arbitration Clauses—Separate Issues—Matters of Account.

Holland v. *Judd*, 6 W. R., C. P., 248.

Pellatt v. *Markwell*, Id. 254.

Both of these cases turned upon the arbitration clauses of the Common Law Procedure Act, 1854. In the first of them, the declaration being for the hire of a house, and also containing the money counts, several pleas (including the general issue and a set off), were placed on the record, on all of which issues were joined. The matters in dispute in the cause, were referred by a judge's order to the judge of a county court, the costs of the cause to abide the event; but the referee, instead of deciding each of the issues, gave a general certificate that at the time of the commencement of the action the defendant was not indebted to the plaintiff, and he found a verdict for the defendant. It was now submitted, on the part of the plaintiff, that he would have been entitled on taxation to costs on certain of the issues if they had been specifically decided; and the Court referred the matter back to the judge of the county court, observing that in such cases the plaintiff ought not to be in a worse position than if the cause had been tried in court in the regular way.

In *Pellatt* v. *Markwell*, the plaintiff was desirous of having the matter referred to a Master, as one of mere account. The action was by an indorsee of a bill of exchange against the drawer, the acceptor having become bankrupt, and a small dividend having been paid out of his estate. The defendant had admitted his liability for the deficiency remaining due on the bill, and had appeared; but no declaration had been delivered. The only question between the parties was, what the acceptor had paid; but the Court refused to order a compulsory reference, as the words of the statute are, that such matters of mere account may be so referred "which cannot conveniently be tried in the ordinary way;" and it did not appear that there would be any inconvenience, in so determining the question at issue between the parties in the case under discussion.

Professional Intelligence.

SOLICITORS' BENEVOLENT ASSOCIATION.

The first meeting of the board of Directors took place on the 3rd instant, at the Law Institution.

By the 8th of the rules adopted by the general meeting of the 13th January last, the association is to be under the management of a board of Directors, of not less than thirty provincial and fifteen metropolitan Directors.

At that meeting thirty-one provincial and twelve metropolitan Directors were elected, as reported in the number of this paper which appeared on the 16th of January.

The board, therefore, in the first place, proceeded to fill up their number by the election of Mr. W. Shaen, Mr. E. W. Field, and Mr. F. N. Devey, as additional metropolitan directors.

Mr. James Anderton was elected chairman, and Mr. Thomas Harrison deputy-chairman, of the board of directors.

Mr. Shaen accepted the appointment of honorary secretary *pro tem.*

A sub-committee, consisting of the chairman and deputy-chairman, Mr. Hine, Mr. Shaen, Mr. J. H. Shaw of Leeds, and Mr. E. Banner, of Liverpool, was appointed to prepare a scheme for the entire business of the association, the appointment of a secretary, the mode of keeping the accounts, and the best means of promoting the formation of local committees.

The sub-committee was also directed to consider the expediency of engaging offices.

The Temple-bar branch of the Union Bank of London was appointed banker to the association.

The cordial thanks of the Directors were voted unanimously

to the managing committee of the Metropolitan and Provincial Law Association for their efficient services in the formation of the association, and also to the Council of the Incorporated Law Society for the ready and important assistance they have rendered to the association by permitting the meetings to be held in one of the rooms belonging to the society.

We understand that the sub-committee have already prepared their Report, which will be presented to the Directors at their next meeting, which is appointed to take place on Friday next, the 19th instant, at the Incorporated Law Society.

In the meantime, communications may continue to be sent either to Mr. Anderton or to Mr. Shaen.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Conveyancing Charges in Scotland.

In continuation of my illustrations of conveyancing charges in Scotland, I now give you the items of an actual account of expenses, or bill of costs as it is called in England, for preparing a marriage contract and certain deeds connected therewith. A marriage contract in Scotland, if it deals with real property, is often a complicated deed, being, in fact, a combination of many deeds. Delicate questions upon the Stamp Acts regarding contingent interests and otherwise often arise, and it is a common practice to write such contracts on unstamped paper, and get them stamped and adjudged duly stamped afterwards. The present account furnishes an illustration of this.

The only other observations that seem to be required upon this account or bill are, that the gentleman was a landed proprietor, infeft or seised in an estate of the value of about £1,200 a year; that the amount which was provided to the wife in the event of her survivance was £300; that the provisions to younger children were to vary according to circumstances, but might amount to £7,000; and that the estate was settled on the eldest son. The wife had some money, which was by the contract put in trust for the life-rent use of her husband and herself jointly, and of the survivor, the fee being destined to the children of the marriage. As this money belonged to the wife under her father's marriage contract, and was payable by her brother, who had succeeded her father, her husband had to grant this brother a discharge, the provision being secured on the brother's estate. The wife's money was put in trust by the contract, which, of course, completely secured it, and it was arranged that her annuity should also be secured. The husband, therefore, who, as before mentioned, was fully seised in his estate, granted a warrant in the contract to infeft the wife in an annuity of £300, payable out of his estate annually during her survivance of him. Upon this warrant sasine was given to the wife, and an instrument of sasine recorded, which not only rendered it impossible for the husband to defeat her annuity by any unperfected or subsequent act, but gave her an absolute preference over all *future* creditors of the husband, and over all *prior* creditors whose debts had not been *previously* made heritable by recorded or registered infeftment or sasine, or by the recording of some statutory equivalent for sasine. The provisions to the younger children were not secured, and upon the father's death will become claims upon the executor in the first instance, and upon the heir in the next, if the executry is insufficient to meet the claim.

It became the duty of the trustees to invest the trust money, and, as it happened that there were no debts affecting the husband's estate, except the annuity to the wife above mentioned, they lent the trust money to him upon bond or mortgage, secured over his estate, and the registration of this bond, granted to the trustees, perfected their title. A few years ago it would have been necessary that such a bond should contain a warrant by the borrower to infeft the lenders in the lands conveyed in security of their debt; but, under a recent statute, the bond itself is now recorded. This is one of the statutory equivalents for infeftment above referred to.

With these explanations any lawyer, by referring to the Scotch table of fees of conveyancing published by you in the beginning of last year, will be able to see how the following account is made up:—

Account, A. B. to C. D., W. S.

Drawing your contract of marriage	£30	13	0
Extending in duplicate, 14 sh.	2	4	0
Drawing instrument of sasine in favour of your wife for her annuity, 4 sh.	1	8	0
Paid for stamped vellum for ditto	0	8	0
Extending, 4 sh.	0	7	0
Notary's fee, passing infeftment	4	4	0
Paid fees of registration	1	5	6
Agency giving in and taking out infeftment from record—getting adjudication stamp affixed and copies signed	1	10	6
Paid stamps	14	18	6
Drawing discharge by you to E. F., for £3,000, 6 sh.	4	0	0
Paid stamps	2	10	7
Extending	0	10	0
Drawing bond by you to marriage-contract trustees for £2,000, 3 sh.	10	10	0
Paid stamps	2	10	7
Extending	0	5	6
Giving in bond to be registered and taking out same	0	6	8
Paid registration fees	1	2	6
	£78	14	4

This bill is all due by the husband to the wife's agent, and, in addition, he has to pay his own agent the revising fees of the different deeds granted by him; viz.—

For the marriage contract	£15	6	6
For the discharge	2	0	0
For the bond	5	5	0
In all	£22	11	6

PROFESSIONAL EDUCATION.—ENDOWED SCHOLARSHIPS.

To the Editor of The Solicitors' Journal and Reporter.

Sir,—A few words in connection with the education movement, of which you are the able exponent. The absence amongst us of the pecuniary inducement, which exists in most of our collegiate systems of training—that of endowed scholarships or exhibitions, open to competitive examination—has often presented itself to my mind. I have never seen the subject referred to in your columns, but it may be worthy of consideration whether £3,000, at the least, could not be collected to found three exhibitions or scholarships, at the least, each to be held by the best man of his time for a limited period, according to the general rule in similar endowments.

To the majority of young men, who employ a few years as salaried clerks between the expiration of their articles and beginning to practise, a small additional income would be of essential assistance, and proportionately a stimulus to exertion.

Whether a special examination would be necessary, open to those candidates who have passed their ordinary examination, as well as to those who have not, restricting the qualification to age only, must necessarily be an important question of detail. There are, no doubt, great difficulties in the way of establishing a special examination for any object. Those efficient men who are interested in the welfare of their profession, and who devote their time to the duty of examiners, already find it almost impossible to meet satisfactorily the numerous claims upon them.

I merely desire to suggest the idea, admitting that I am not prepared with the details. If any practical effect can be given to it, I, for one, am willing to contribute £100 towards the endowment; and I doubt not thirty successful men, or more, of our profession can be found to do the same. I inclose my name and address, subscribing myself, for the present, as

Mentor.

THE LATE EXAMINATION.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—If an unfortunate articled clerk were asked at the examination, What is the process served upon a defendant in a suit to obtain appearance? and he were to write "A subpœna to appear and answer," is there any reasonable doubt that he would be plucked for his equity? He would certainly richly deserve it. I pray your attention to the 38th and 45th questions—the Hilary Term Examination—in which the subpœna to appear and answer is treated as an *existing* writ!

It is difficult to understand how so gross a blunder can have escaped notice. How amazed must have been the prizemen! I hope some of them wrote a sarcastic reply.

I have a strong opinion as to the expediency of the style of some of the recent examinations, accompanied by very heavy plucking. I am afraid we must believe that some of those appointed to examine last term are actually unacquainted with the fact, that the subpœna to appear and answer is now a matter of legal history, and not a writ of the Court of Chancery.

Permit me, also, to draw your attention to the utter uselessness of question 55, and to express a hope that a full quire of foolscap was set apart for the especial use of each aspirant for legal honours who attempted to answer 61.—Yours, &c.,

C. E. L.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I cannot help thinking that some of these questions are ill suited to test the capacities of the candidates; and, further, that occasionally it appears that the examiners are themselves somewhat behind in knowledge of the recent alterations made in the practice of the courts.

A reference to the questions Nos. 38 and 45 in your last number will show that my observation is just.

It is hardly necessary to inform you (though for the examiners it does seem so), that subpœnas to appear and answer were summarily dismissed from the process of the Court by the Act 15 & 16 Vict. c. 86 (passed in the year 1852, as the examiners on some points desire accuracy in dates), which I would commend to their particular attention; and it appears to me that any questions as to the service of such process do not redound very much to the credit of the examiners themselves for legal knowledge. Surely, if those gentlemen take so long to work up the alterations in the law, as not to be aware of what took place five or six years since, they can hardly expect those who are examined to be so far in advance of them as to answer questions relating to Acts of Parliament passed only some six months since (see question 75). On the other hand, if their memories be so defective, that they cannot recollect changes made only some five years ago, is it not too much to expect mere tyros to be able to state the *date* and some of the provisions of the Statute of Frauds (see question 33)? *En passant*, you will perhaps excuse my remarking that I cannot see any practical use in knowing the *date* of that Act.

In these days, we hear so much about a high standard of both general and professional education, and principally from those gentlemen from among whom the examiners are usually selected, that we naturally look for corresponding evidence of their fitness for the post of censors in such matters.

I do not quarrel with the general requirement of knowledge in those who are about to enter the profession, but I do think those who are constituted the judges of the fitness of others should be at least able to avoid such glaring displays of forgetfulness as the questions which have called forth these remarks would seem to indicate.—I am, Sir, your obedient servant,

Scrutator.

Review.

The Record and Writ Practice of the Court of Chancery. By Thomas W. Braithwaite, of the Record and Writ Clerks' Office. London: Stevens & Norton. 1858.

This is such a good book that it only makes one regret that it is not much better. What it does is well done, and its practical usefulness to the profession will be very great. But the more highly its value is appreciated the greater will be the disappointment that the author has not indulged himself in a wider range, and produced a work which should be worthy to be regarded as the perfect counterpart of Mr. Leach's invaluable edition of Seton's Decrees. The tendency of all modern alterations, whether by legislation or by judicial orders, has been progressively to simplify the practice of the Court; but we doubt whether the most valuable of such changes have done as much to diminish the complexity of Chancery business, and to relieve the difficulties of the practitioner, as the publication of authentic manuals in which the requirements of the different offices are plainly and fully set forth. The important service rendered by Mr. Leach's book has been universally felt and recognised; and in attempting something of the same kind for his own office, Mr. Braithwaite has conferred a great boon on the profession. Mr. Leach, however, following the lead of the original work on which he has so largely improved, extended his labours beyond the narrow task of setting forth the form into which the decrees of the Court are required to be thrown. His treatise is replete with law as well as with technical practice, and its value has, consequently, been appreciated as highly by one branch of the profession as by the other. This is not the case to nearly the same extent with the work which we are now reviewing. It contains, it is true, much information as to the practice of the Court in particular cases, but still it is in the main a collection of forms, and not a work on practice. As a rule it tells the reader, and tells him with commendable precision, how he may take any one of the multitude of steps in a Chancery proceeding, the cognizance of which comes within the province of the Record and Writ Clerks' Office. But it does not, except occasionally, tell him what he may do and what is prohibited, and it would have been more correctly designated as "The Forms of the Record and Writ Clerks' Office" than as "The Record and Writ Practice of the Court." Numberless cases arise, from time to time, where applications are made to the Court for permission to do something which the record and writ clerks have refused to allow. Many of these are reported, and many more must be known to gentlemen in the position of Mr. Braithwaite. But we find the references to such points of difficulty extremely rare in our author's pages, so much so as to justify the remark that the work will be more useful in assisting the unpractised solicitor in a certain department of routine work than in guiding him safely in emergencies where extraordinary difficulties present themselves.

One illustration will sufficiently explain our meaning. On the subject of Next Friend we have the following passage at page 26:—"A person cannot be allowed to act as next friend where he is not *sui juris*, or where his interest in the subject matter of the suit or proceeding is adverse to that of the party whom, as next friend, he would represent; so that, as a rule, a defendant cannot properly act as next friend of a plaintiff." The form of this statement seems to imply that what may not be done *as a rule* may, nevertheless, be permitted in exceptional cases; and it is often so convenient to make a defendant having a substantially common interest next friend to a plaintiff, as, for example, the trustee of a married woman's settlement, that it would be very desirable to know whether the rule referred to is as inflexible as the laws of the Medes and Persians, or whether any relaxation is allowable in cases where the reason of the rule ceases to apply. But this is just one of the class of questions which Mr. Braithwaite has excluded from his work, and no light is thrown upon it; nor are the cases on the subject otherwise referred to than by citing certain books of practice which do not happen to contain the latest authorities. The real position of the question we believe to be this:—There are several decisions to the effect that a defendant, having a conflicting interest with a plaintiff cannot be his next friend, and in these the judgment of the Court has been given on reading affidavits proving the existence of the conflict of interest. Besides these, there is one anonymous case, very briefly reported, in which no mention is made of any such evidence, and it appears to be laid down as a positive rule that a defendant cannot be a plaintiff's next friend. The actual practice of the Record and Writ Clerks' Office has, we believe, been founded on this anonymous case, and for many years the rule of rejecting a bill where a defendant is made next friend has been rigidly adhered to. In a late case, however (*Elliott* v. *Ince*, 5 W. R. 465), a very similar point was raised before the present Chancellor. There a married woman defendant appealed against a decree, and in the petition of appeal named a co-defendant who was a respondent on the appeal as her next friend. He was the trustee of her settlement, and there was no conflict of interest; but it was urged as an objection, that a respondent could not be next friend to an appellant, the case being precisely similar to that of a defendant being next friend to a plaintiff on an original bill. The Chancellor, however, held that it was sufficient to show that he had no conflicting interest, and disallowed the objection. Whether the principle of this decision extends to the parallel case of plaintiff and defendant, is a question which has since been raised, and decided in the negative by the Record and Writ Clerks; but we believe that the point has never been brought before the Court. We mention these facts, which Mr. Braithwaite is no doubt very well acquainted with, not for the purpose of discussing the correctness of the official decision, which may very likely be right enough, but in order to illustrate the sort of moot points which Mr. Braithwaite has purposely excluded from his treatise. There is not a word to explain the matters which we have referred to, beyond the general statement above quoted; and we think that the book would be a still better book than it is, if difficulties of this kind were more fully discussed.

The author was evidently aware that he might, had he thought it advisable, have given a considerably larger scope to his work; but he seems to have abstained from doing so, from an exaggerated estimate of the sufficiency of existing books of practice. The following passage from his preface will show that the omissions which we lament were the result, not of any negligence in the execution of the task which he proposed to himself, but of a deliberate resolution to impose what we cannot but regard as unduly narrow limits on his undertaking:—

"The pages of the book might have been extended far beyond their present number, by the introduction of other cases which have arisen from time to time, involving points of practice bearing upon the business of the Record and Writ Clerks' Office. And the title, 'Record and Writ Practice,' might have justified such extension. But an endeavour has been made to limit the contents of the book to the actual business of the Record and Writ Clerks' Office; and the deviations from such plan involve chiefly those cases in which the practitioner may require additional information *for immediate use*.

"In other cases, and where the deviation would have involved a wide departure from the rule, reference has been made to other well-recognised books of practice, it being considered that even such a reference would be useful, as tending to facilitate the search for the further information required."—Pp. viii. ix.

We are quite satisfied that if the bulk of the volume had been swelled by the addition of the matter to which the author refers, its usefulness would have been increased in at least a proportionate degree; and we hope that when another edition is called for, Mr. Braithwaite will give himself a looser rein, even at the risk of trenching occasionally on the domain of other books of practice.

In what we have said, we have exhausted everything that can bear the appearance of disparaging a work which, limited as it is, will undoubtedly be most serviceable to the profession. If the author has not undertaken all that we could have desired, we must allow that he had a perfect right to put what bounds he pleased upon his own work, and what is more to the purpose, that all that he has undertaken to do is done as well as could be wished; so well, indeed, that we have been tempted to indulge in these lamentations that its scope was not more extensive. Throughout, the author has realised his own design, viz., to impart to the forms given at length a thoroughly practical and workable character. Every page is full of information, which a non-professional critic might cavil at as formal and minute, but which every practising solicitor will welcome as the very thing to supply his wants and relieve the embarrassments which must oftener arise from imperfect acquaintance with minute official rules, than from any lack of law or practice in their larger sense. It is a great point to get rid of the old-fashioned official mystery, which served no earthly purpose but to cause perpetual annoyance to practitioners, and infinite trouble to the officers themselves. Thanks to Mr. Leach and Mr. Braithwaite, the Registrars' and Record and Writ Clerks' Offices have been surveyed for the benefit of the public. Every man has the chart before him, and there will seldom be any excuse for the irregularities and fruitless applications which were formerly so abundant. All parties will be the gainers by the sensible practice of informing the profession as exactly as possible of the rules of procedure adopted in these offices; and we shall be glad if other officers of the Court will take a hint from our author, and reveal the secret principles by which their practice is regulated.

A very good idea of the kind of service which Mr. Braithwaite has done may be gathered by glancing at his chapter on affidavits. The petty but troublesome mistakes which so frequently occur in the framing of affidavits will scarcely be possible if this work finds its way, as may be expected, into the hands of solicitors throughout the country. Thus the requisites of affidavits sworn abroad, both within the British dominions and in foreign parts, are succinctly stated, and the appropriate forms of oaths and jurats are given for every conceivable case. Even the forms to be used, and the proceedings to be adopted in such comparatively rare cases as those of witnesses blind, or deaf and dumb, and many other curiosities of practice which are often the source of much embarrassment, are minutely detailed, and the instances of commoner occurrence are, of course, not less attentively provided for. It is in unpretending but indispensable minutiæ of this kind that the great value of the book consists; and though we hope that its field will at some future time be still further enlarged, we are bound, in the name of the profession, to thank Mr. Braithwaite for his serviceable and thoroughly practical publication.

Pending Measures of Law Reform.

TRANSFER OF LAND BILL (H. L.).

Recites that it is expedient to enable persons purchasing land to obtain an absolute and indefeasible title thereto:—

1. The following persons may apply to the Court of Chancery by petition in a summary way for a sale under this Act of land in England.

A person entitled in possession in fee simple or in tail to any land.

A person entitled in possession in fee simple or in tail to the equity of redemption in any land, or to any land subject to any incumbrance thereon or trust for the payment of any incumbrances.

A person having power or authority absolutely to sell any land; but where such power or authority is exerciseable only by or with the direction or consent of any other person, the application shall not be made until such direction or consent has been given, unless the person whose direction or consent is requisite concur in the application.

A person entitled under any limitation in any settlement to the possession of any land for a term of years determinable on his death, or for life or any greater estate, but the application by any person so entitled under any settlement must be made with the concurrence or consent of the following parties:—

Where there is a tenant in tail under the settlement in existence, and of full age, then the parties to concur or consent shall be such tenant in tail, or the first of such tenants in tail if there be more than one, and all persons in existence having any beneficial estate or interest under or by virtue of the settlement prior to the estate of such tenant in tail, and all trustees having any estate or interest on behalf of any unborn child prior to the estate of such tenant in tail;

And in every other case the parties to concur or consent shall be all the persons in existence having any beneficial estate or interest under or by virtue of the settlement, and also all trustees having any estate or interest on behalf of any unborn child.

2. Provided nevertheless that the Court may, if it think fit, give effect to the application, subject to and so as not to affect the rights, estate, or interest of any person whose consent or concurrence has been refused or cannot be obtained, or whose rights, estate, or interest ought in the opinion of the Court to be excepted.

But if it appear to the Court that the rights, estate, or interest of such person can be properly compensated or provided for out of the money to arise from the sale, the Court may cause the sale to be made discharged from such rights, estate, or interest, and cause such provision to be made for compensating the same out of such money in such manner as to the Court may seem just.

3. Applications for a sale under this Act may be made in respect of undivided shares in any land in like manner as in respect of the entirety.

4. Any person or persons having contracted for the sale of any land in England, who, but for such contract, would be authorized to apply for a sale under this Act, may, with the concurrence of the purchaser, or in pursuance of any stipulation in the contract for that purpose, apply to the Court for a sale and conveyance to the purchaser under this Act in accordance with the terms of the contract.

5. A contract for the sale of land shall not, in the absence of express stipulation to that effect, entitle the purchaser to require the vendor to complete the sale and conveyance under this Act; and trustees purchasing land in exercise or performance of any power or trust, without requiring the sale and conveyance to be effected under this Act, shall not be deemed guilty of any breach of trust.

6. Notice of any application to the Court of Chancery under this Act shall be inserted in such newspapers as the Court thinks fit to direct, and the Court may direct any other notices to be given of such application, or in relation to any proceeding thereon, and in such manner as the Court thinks fit; and any person may apply to the Court by motion for leave to be heard in relation to such application, and the Court may permit such person to appear and be heard, on such terms, as to costs or otherwise, and in such manner, as it may think fit.

7. Upon the hearing of any such application the Court may cause the title to the land to be investigated, and after such investigation may, if a good title is shown, make an order for the sale and conveyance, according to the provisions of this Act, of the said land, or of such part thereof whereto a good title has been shown.

8. Where a sale is made under this Act, the Court shall where and so far as it may deem necessary for the purposes of such sale, cause to be ascertained the tenancies of the occupying tenants, and of any lessees whose tenancies or leases affect the land to be sold, and may cause such notices to be given, and make or cause to be made such inquiries, as it thinks necessary, for ascertaining and securing the rights of such tenants or lessees as aforesaid; and the sale shall be made subject to the tenancies or leases, ascertained as aforesaid, and subject to which it appears to the Court the sale should be made; and, where the Court thinks fit, the sale shall be made subject to any leases or tenancies, according to any general description

or subject to any condition concerning any leases or tenancies the nature of which has not been ascertained or is disputed.

9. Any sale under this Act may, where the Court thinks fit, be made subject to any annual charge affecting the land sold, or to any such apportioned part of such annual charge as the Court may think fit should remain charged thereon, but so nevertheless that no such apportionment shall affect the right of the person entitled to the charge; and where such land is subject to any incumbrance, under the terms of which the incumbrancer cannot be required to accept payment of the principal money before the expiration of a term of years unexpired, such sale may, if the Court thinks fit, be made subject to such incumbrance.

10. Where the Court makes an order for sale, the land to which such order relates shall be sold, by or under the control and direction of the Court, by public sale or private contract, together, or in lots or parcels, at such time and place and generally in such manner as the Court thinks fit; and the conveyance of the land shall be made under the seal of the Court to be provided in this behalf, and shall be signed by the officer to be appointed or authorised for this purpose, and the execution by any other party of such conveyance shall be unnecessary; and such conveyance shall express or refer to the leases and tenancies (if any), and any rights, estate, interest, or charge, subject to which the sale is made, and may be in the form contained in the schedule to this Act, or to the like effect, with such limitation of uses and other additions or variations as, with the approval of the Court, the purchaser may direct: Provided always, that when the application has been made with reference to a previous contract for sale the Court may give effect to the contract, and a conveyance of the land shall be made to the purchaser in like manner and with the like effect as if the land had been sold by or under the control and direction of the Court.

11. After any public sale under the direction of the Court as aforesaid the biddings shall not be opened, unless there be an express condition of sale that the biddings may be opened.

12. The purchase-money in every case shall be paid into the Bank of England, to the account of the Accountant-General of the Court, to the credit in each case of the estate sold, or as the Court by general or special order shall direct; and on the notification by the bank to the Court of the receipt of the money, a certificate of such payment shall be endorsed on or written at the foot of the conveyance by the officer appointed or authorised as aforesaid to sign the conveyance; and on such payment into the bank the purchaser shall be discharged from all liability in respect of the application of the money so paid, and such certificate shall be evidence of such payment.

13. Where an incumbrancer purchases, the Court may authorise payment into the bank of balance of purchase-money, after retaining the amount of incumbrance.

14. Every such conveyance, executed as aforesaid upon the sale of land, shall be effectual to pass the fee simple and inheritance of the land thereby expressed to be conveyed, subject to the leases and tenancies (if any), and to any rights, estate, or interest expressed or referred to therein, as aforesaid, but, save as aforesaid and as hereinafter provided, discharged from all former and other estates, rights, titles, charges, and incumbrances whatsoever of her Majesty, her heirs and successors, and of all other persons whomsoever: Provided that where any land is sold and conveyed subject to any annual charge or apportioned part thereof, or to any incumbrance, such annual charge, or such apportioned part thereof only (as the case may be), or such incumbrance, shall remain and be charged on and payable out of such land, as in the conveyance expressed.

15. Provided always, that any such conveyance as aforesaid shall not prejudice or affect any right of common, or any right of way or other easement, or any right to heriots, or any rent-charge in lieu of tithes, crown rent or quitrent, charged upon or issuing out of any land, or any charge made by virtue of any Act authorising advances of public or private money for drainage or improvement of lands, save where such crown rent or quitrent, or charge, is redeemed under the power hereinafter contained, and it is expressed in such conveyance that the land conveyed thereby is so conveyed discharged thereof, and in such case such land shall be so discharged accordingly.

16. The Court, in its discretion, may direct that all or any of the title-deeds and other documents and evidences of title, and all or any of the leases or counterparts of leases and agreements, and other evidences of the tenancies subject to which the sale is made, shall either be deposited and retained in Court, or delivered up to the purchaser, or retained by the vendor or by any other person interested in the possession thereof, and may require any person to or by whom any such documents or evidences of title or tenancy as aforesaid are delivered or retained to enter into such covenants for production thereof as it may think proper, and may also direct any such memorandums or notices as it may think fit to be endorsed on all or any of such documents or evidences of title or tenancy as aforesaid, for the purpose of giving notice of the sale, or for any other purpose.

17. The Court shall, out of the purchase-money to be received on the sale of any land under this Act, allow and pay such costs of and consequential on the application for the order for the sale as it thinks fit, and the expenses of and incidental to the sale; and the surplus of such purchase-money, after payment of such costs and expenses, shall, under the order of the Court, be applied in or towards payment or satisfaction of the incumbrances or charges, if any, which affected such land, according to their priorities, and shall, subject as aforesaid, be paid to the person or persons (if any) absolutely entitled thereto, or if there be no person or persons so entitled, be applied, as the Court shall from time to time direct, to some one or more of the following purposes; namely, in the purchase of land, which shall be limited and settled to the same uses, upon the same trusts, for the same purposes, and in the same manner as the land sold stood settled or limited to, or such of them as are then subsisting or capable of taking effect, or the redemption of land tax, or the payment or satisfaction of incumbrances affecting any other land subject to such uses and trusts as aforesaid; and until such money can be so laid out it may, under such order as aforesaid, be transferred or paid over to trustees, to be appointed or approved by the Court, for the purpose of being so laid out as aforesaid, with such power for the investment thereof in Government stocks, funds, or securities in the meantime, and such directions for the payment of the income of such investment in the manner in which the rents of the land to be purchased would be applicable, as the Court thinks fit.

18. Any money so paid into the bank as aforesaid may, until applied as aforesaid, or paid to trustees as aforesaid, by order of the Court, be invested in the name of the Accountant-General in the purchase of any Government stock, funds, or annuities transferable at the Bank of England; and, until the same are sold by order of the Court for the purposes of this Act, the dividends thereof shall from time to time be applied, under the order of the Court, in like manner as the rents of the land from the sale whereof the money so invested has arisen would have been applicable.

19. Whenever the Court appoints or directs the appointment of trustees for any of the purposes of this Act, it shall be lawful for the Court to make or to direct to be made such provision as it thinks fit for the appointment of new trustees, on any event to be determined by the Court.

20. Act to extend to copyhold land and leasehold estates.

21. Effect of conveyance of copyhold.

22. Effect of assignment of leaseholds.

23. Provision as to married women.

24. Where any person who (if not under disability) might have made any application, given any consent, done any act, or been party to any proceeding under this Act, is a minor, idiot, or lunatic, the guardian or committee of the estate respectively of such person may make such applications, give such consents, do such acts, and be party to such proceedings, as such person respectively, if free from disability, might have made, given, done, or been party to, and shall otherwise represent such person for the purposes of this Act: Provided always, that where there is no guardian or committee of the estate of any such person as aforesaid, being infant, idiot, or lunatic, or where any person the committee of whose estate if he were idiot or lunatic would be authorised to act for and represent such person under this Act is of unsound mind or incapable of managing his affairs, but has not been found idiot or lunatic under an inquisition, it shall be lawful for the Court to appoint a guardian of such person for the purpose of any proceedings under this Act, and from time to time to change such guardian; and where the Court sees fit it may appoint a person to act as the next friend of a married woman for the purpose of any proceeding under this Act, and from time to time remove or change such next friend.

25. Proceedings not to abate by death, &c.

26. In every proceeding under this Act the Court shall have full power and discretion as to the giving or withholding costs and expenses, and as to the persons by whom and the funds out of which the same shall in the first instance or ultimately be paid, repaid, and borne, and shall and may apportion the same amongst such parties, and in respect of interest, rents or income, and principal or corpus, as it sees fit.

27. After the completion of any sale or other act, under the authority of the Court, and purporting to be in pursuance of this Act, the same shall not be invalidated on the ground that the Court was not hereby empowered to authorise the same.
28. Power to Lord Chancellor, &c., to make rules and orders.
29. Rules and orders to be laid before Parliament.
30. Lord Chancellor to provide a seal for sealing conveyances, and appoint an officer of the Court to sign same.
31. Order for a sale made under this Act may be made notwithstanding pending proceedings or ordinary decree or order for sale.
32. Construction of terms, &c., in this Act.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 5.

BANKRUPT LAWS.

Lord BROUGHAM laid upon the table a Bill, the object of which he stated to be to abolish the punishment of imprisonment for debt; to extend the laws relating to bankrupts to the case of non-traders; and to give further remedies to creditors for the purpose of securing the punishment of fraudulent debtors.

Lord CAMPBELL expressed his approval of the objects which the noble lord proposed to effect, observing, that if there was a complete *cessio bonorum* upon the part of an insolvent to his creditors, he ought not, in his opinion, to be subjected to imprisonment for debts which he had done everything in his power honestly to discharge. He was also extremely glad to find that his noble and learned friend proposed to direct his attention to the punishment of fraudulent debtors, whose reckless speculations in the hope of speedily obtaining immense wealth so frequently led to the ruin of unfortunate creditors.

Lord BROUGHAM said he was happy to find that the Bill had the approval of his noble and learned friend. For his own part, he entertained no doubt that it was calculated to be productive of very beneficial results, particularly of lessening those facilities for obtaining credit which were now afforded to such an extent by imprudent traders in the hope of securing customers.

The Bill was read a first time.

Monday, Feb. 8.

TRANSFER OF LAND.

The LORD CHANCELLOR laid upon the table a Bill for simplifying the transfer of land. The noble and learned lord said that the commissioners appointed by the Crown four years ago to consider that subject had made a most elaborate and most able report. He was not able to concur with all the recommendations of the report; yet the measure now before their Lordships was mainly founded on one of those recommendations which had his cordial concurrence. He should now move the first reading of the Bill, and would ask their Lordships to agree to the second reading that day fortnight. He should then not only explain the measure, but also state why he did not feel warranted in going the full length recommended by the report of the commission.

The Bill was then read a first time.

Tuesday, Feb. 9.

LAW OF PROPERTY AND BANKRUPTCY.

Lord ST. LEONARDS moved the first reading of the Law of Property Amendment Bill.

In answer to some remarks by Lords Brougham and Campbell, in condemnation of the present bankruptcy laws,

The LORD CHANCELLOR reminded his noble and learned friends that, while in the opinion of some the Legislature had already too much relaxed the law in favour of the debtor against the creditor, he was beset with innumerable applications to support the principle of the measure brought in by Lord Brougham, which abolished the punishment of imprisonment for debt altogether. But how then were fraudulent debtors to be dealt with and punished? They could not be transported, and there remained only the punishment of imprisonment. He wanted some one to suggest a *tertium quid*, and to say what alternative there was between leaving these parties scot free and putting them in prison? Lord Campbell would confer a great benefit on the community if he could suggest some other punishment besides imprisonment for those who fraudulently incurred or refused to pay their debts.

Lord CAMPBELL thought there ought to be a more stringent examination of the debtor, in order to ascertain under what circumstances his debts were contracted. At present it was hardly worth the while of a creditor to go into court and oppose a bankrupt or insolvent.

Lord BROUGHAM felt the force of the observations of the Lord Chancellor. He agreed that some more stringent law and practice under that law were necessary, to prevent the contracting of fraudulent debts, and for putting an end to that unworthy competition of tradesmen to surpass each other, not in the excellence of their goods, but in the facilities of credit which they offered, whereby the morals of the community were greatly injured.

The Bill was then read a first time.

HOUSE OF COMMONS.

Friday, Feb. 5.

TRANSFER OF LAND.

In answer to Sir F. KELLY the ATTORNEY-GENERAL said, he had hoped he should have been allowed to introduce a Bill for the purpose of giving effect to the recommendations of the Commissioners on the subject of the registration of land. He thought that measure would have been the most beneficial of all legal reforms, and would have rendered the title and transfer of land as easy and simple as the transfer of personal property or railway shares. He had prepared a Bill for the purpose, but great difficulty was felt as regarded the registration of land by an authority entitled to the greatest respect, to which he was bound to defer, and at present he could not see any probability of that Bill being introduced. He was, however, happy to say that measures which would facilitate the transfer of land would shortly be laid before the other House of Parliament by the Lord Chancellor.

Monday, Feb. 8.

GAOLS AND HOUSES OF CORRECTION.

Mr. BOWYER obtained leave to bring in a Bill to amend the 4 Geo. 4, c. 64, for consolidating and amending the laws relating to gaols and houses of correction.

Thursday, Feb. 11.

MINISTER OF JUSTICE.

Mr. EWART asked the First Lord of the Treasury whether any measure was in contemplation for the appointment of a Minister of Justice, or for the establishment of a system of public prosecution, in accordance with the recommendation of a late committee of the House of Commons.

Lord PALMERSTON.—The question of the establishment of a Minister of Justice is one which is considered to be full of difficulty. The model upon which such a department must be framed—the Ministry of Justice in France, for instance—has functions and powers totally incompatible with the constitution of this country. It is impossible that a Ministry of Justice, such as exists in France, could be established in this country. It has power, for instance, over all magistrates, it names them, and removes them, and it has functions which are quite inconsistent with our practice. With regard to the appointment of a public prosecutor, no steps have been taken for that purpose.

Mr. WARREN.—Does the answer of the noble lord refer to a department of justice as well?

Lord PALMERSTON.—It has been suggested, and the suggestion is deserving of consideration, that some arrangement might be made for the better examination and preparation of Bills proposed to the two Houses. That is an arrangement which has been under consideration; there are some difficulties attending it, and I cannot say at present that there is any measure prepared with respect to it.

Mr. EWART.—My question had reference simply to legal administration. I had no such model as the French Minister of Justice in my mind.

Lord PALMERSTON.—It is hoped that some arrangement may be made for the establishment of a system by which the Bills brought before Parliament may be properly examined. Of course no department of the Government could have any control over the legislation of the country. That rests with Parliament. All that can be done is to see that no mistakes creep into Acts of Parliament; that provisions are not inserted clashing with enactments already in force.

Law Newspaper Company Limited.

ANNUAL GENERAL MEETING.—Feb. 1, 1858.

The annual general meeting of the company was held at the Law Institution on Monday, the 1st, and, by adjournment, on Tuesday, the 2nd of February.

Mr. T. H. Bower, the Chairman of the Board of Directors, in the chair.

The following report from the Directors was presented to the meeting:—

Report of the Directors.

The present meeting is the first ordinary annual meeting of the company, and is held in pursuance of the 24th of the company's articles of association.

Due notice of the present meeting has been sent to every shareholder by circular. No notice of any intended resolution has been received from any shareholder, and the business of the present meeting will, therefore, be confined, in accordance with article 30, to the matters contained in the notice.

In the report which was presented by the directors to the extraordinary general meeting held at the Law Institution, on Wednesday, the 15th of April last, the directors gave a sketch of their proceedings in the formation of the company, and of its position and prospects at that time.

The subsequent experience of the directors has only confirmed their conviction, that, at the time when this company was formed, one of the greatest, if not the greatest, desideratum for the benefit of the profession, was, that they should possess, as their organ in the press, a first-class journal, distinctly representing their interests and enforcing their rights, and conducted with reference to these views, and without any regard to pecuniary results, beyond securing the stability of the paper itself.

The directors have endeavoured so to manage the company as to cause it to supply this desideratum.

The directors were from the first aware that the task they undertook was an arduous one. They knew that in order to render the *Solicitors' Journal* satisfactory to the profession, a vast variety of points would have to be considered and decided, upon which they possessed very little, if any, experience. They knew, also, that it is the universal experience of newspaper proprietors that any such undertaking must be carried on for some time at a considerable loss before it attains an established and permanent position.

They have met with more than the difficulties they anticipated. They have met, and they believe they have now surmounted, the principal difficulties arising out of the necessary business arrangements for the commercial conduct and management of the *Journal*, the literary and mechanical arrangements for its production, publication, and distribution. They have met, and have not yet been able to surmount other difficulties arising from the nature of the reading public to which the *Journal* is peculiarly addressed, and of some of the professional topics with which it has to deal.

The first object of the directors was to show conclusively that the *Journal* belonging to the company was intended to be an organ of the entire profession, and not the representative of any section or party within its ranks; and the second, that every subject should be treated with reference to its broad bearings upon the position of the profession and its relation to the public. In short, that the *Journal* should be an organ of the attorneys and solicitors throughout the kingdom, belonging to, and controlled by, and identified in its interest with, the whole body. The first object would appear to be sufficiently secured by the constitution of the company itself, consisting, as it does, of eighty town and ninety-eight country shareholders (the latter spread over forty-six different towns), and managed by a board of directors, consisting of ten town and ten country directors. The latter object was originally provided for by the appointment of an editor, in whose judgment and character the directors felt they could place implicit reliance, who entirely concurred with the directors in the principles which they had marked out for his guidance, leaving him to conduct the paper according to his own discretion, and without any interference in its details on their part. It will inevitably, from time to time, happen that questions will arise of great importance to the profession, and which, therefore, must be prominently treated in the *Journal*, yet in which great differences of opinion may exist, and which may affect in very different and, perhaps, even in very opposite ways, the immediate interests of the different classes and branches of practitioners. Questions of this difficult and delicate nature are likely to arise in connection with every important scheme for the reform of any one of the great branches of our civil jurisprudence, more especially when the proposed reform is in the procedure by which the law is enforced. Such questions arose last year in connection with the reform of the Ecclesiastical Courts, which has since been happily accomplished. Such questions have since arisen, are now pending, and are agitating the ranks of the profession in connection with the subject of reform in the law and procedure as to the transfer of land, especially as connected with the two projects of registration of assurances and registration of title. It is obvious that it is impossible to avoid differing from, and probably from time to time giving offence to, important sections of the profession, unless the *Journal* is to avoid such questions altogether, and thus practically abdicate its avowed position, and abandon its most important objects.

The profession have a right to require that every such question shall be dealt with upon the highest grounds and in the broadest manner, and with perfect impartiality. The conductors of the paper, on their part, have surely a right to expect from the profession that if this is done—if an equal opportunity is given to all parties for the freest expression of their opinion and the fullest development of their arguments, and if the views put forth by the *Journal* itself are honourable to the profession, fair in themselves, and fairly stated, as between the different branches of the profession—that then the necessary amount of forbearance and candour should be exhibited on the part of those taking any opposing view, to enable them to judge of and to estimate the *Journal*, not according to any agreement or disagreement on their part with its views on particular questions, but according to its general character and its mode of dealing with all questions.

In order to secure that the *Solicitors' Journal*, when tried by this standard, should meet with a favourable verdict, the directors, before appointing the editor, explained to him that one of the principal objects of the *Solicitors' Journal* was, to impress upon the attorneys and solicitors throughout England and Wales, that they all belong to one common body, having one common interest, and, to a great extent, one common character, and therefore all ought to unite to support that body, to promote that interest, and to elevate that character.

They stated that it was their wish that questions affecting the public should be considered and treated upon the principle, that the ultimate well-understood interests of the public are identical with those of the profession, and that their immediate pecuniary interests ought, as far and as speedily as possible, to be brought into harmony.

They explained that they wished the *Journal* to uphold, that it is for the common interest of the public and the profession that attorneys and solicitors should be a body of highly educated gentlemen, entitled to implicit confidence in all their dealings with each other, with the dignitaries of the profession, and with the public. That, therefore, everything which tends to raise their professional or their social status should be advocated, and everything that tends to degrade them as a body or individually should be opposed; that, finally, all questions affecting the internal organization of the profession, whether of law, custom, or etiquette, should be dealt with upon the same principles.

Fifty-seven weekly issues of the *Journal*, containing upwards of 100 leading articles, are now before the shareholders of the company and the profession at large, and in reviewing the vast variety of topics with which they deal the directors have great pleasure in recording their conviction, which they have no doubt will be echoed by the entire body of shareholders, that the editor has fully entered into, and very ably and faithfully carried out, the understanding upon which he accepted the appointment.

It would seem not to have been an unreasonable expectation that a scheme embodying these views and objects, and carried out upon these principles, would be received with unanimous cordiality by the entire profession to whose service it was devoted.

In point of fact, it has secured an amount of support, and has obtained a position, which is probably without precedent in the history of similar undertakings. The directors, however, have been both surprised and grieved to see, on the one hand, the immense amount of apathy as to all professional interests which is still to be found paralysing the strength and usefulness of the profession; and, on the other hand, the extraordinary readiness with which the most transparent and self-contradictory misrepresentations as to the origin, the objects, and the nature of the company, together with the most virulent personal imputations upon the motives of its original promoters, have been received and accepted, without any inquiry or investiga-

tion, by a considerable number of their professional brethren who might have been expected to feel the necessity of investigating the facts of the case before pronouncing judgment, even if they did not at once indignantly reject the imputations referred to as unworthy calumnies upon the body to which they themselves belonged.

The directors in their last report stated that they were determined not to be drawn into any newspaper controversy, and they still think, as they then said, that the columns of the paper can be more usefully employed.

They believe that by carefully pursuing the course they have marked out, they will continue to attract, as they have hitherto done, a steadily increasing circle of supporters. It is, however, a matter of very great importance that the true nature and objects of the company should be as speedily as possible made known throughout the profession; and in the performance of this work they are anxious to enlist the active co-operation of every individual shareholder.

It will now be the duty of the meeting to fill up the vacancies caused by the retiring directors, and, after receiving the report of the auditors, to elect auditors for the ensuing year; and the directors conclude their report by pointing out the three modes in which every friend of the *Journal* can render it material assistance:—1st, by explaining to his professional friends its real nature and objects; 2ndly, by ordering advertisements to be inserted in its columns; and, 3rdly, by communicating to the editor any event occurring in his own locality of general professional interest.

The following Report from the Auditors was also presented to the meeting:—

AUDITORS' REPORT.

February 1, 1858.

Gentlemen,—We have examined the accounts which it is intended to lay before you at the annual meeting on the 1st February, and have vouched the various items of expenditure contained therein.

We have to state that, in our opinion, the balance-sheet signed by us is a full and fair balance-sheet, containing the particulars required by the regulations of the company, and that it is properly drawn up, so as to exhibit a true and correct view of the state of the company's affairs on the 2nd November, 1857, on which day the financial year of the company ended.

We are, Gentlemen, your most obedient servants,

ALFRED A. POLLOCK, } Auditors.
FRED. PEAKE, }

To the Shareholders of the Law Newspaper Company Limited.

The following resolutions were adopted:—

"1. That the report of the directors be received and adopted, and circulated as the directors shall deem best.

"2. That the retiring directors be re-elected.

"3. That the best thanks of the shareholders be given to the board of directors, for the attention they have paid to the business of the company during the past year.

"4. That the best thanks of the shareholders be given to the auditors, for the efficient manner in which they have performed their duties; that their report be received and adopted; and that they be requested to accept the same office for the ensuing year."

Court Papers.

Court of Chancery.

CAUSE LISTS.—HILARY TERM, 1858.

☞ *The following Abbreviations have been adopted to save space:—A.* Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. C.* Further Consideration—*F. D.* Further Directions—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Rehearsing—*S. O.* Stand over—*Sh.* Short.

LORD CHANCELLOR.

APPEALS.

Robertson v. Norris (part heard) | Elliott v. Ince (9th Feb.)
Cooper v. Harrison

MASTER OF THE ROLLS.

CAUSES, &c.

Miles v. Taylor (Mtn. for dec.)
Christy v. Courtenay } (F. D. & csts.
Christy v. Courtenay } part heard)
Chancellor v. Morecraft [4] (F. D. & costs)
Attorney-Gen. v. Ward (F. C.)
Bowcliffe v. Hodges (Mtn for dec.)
Haywood v. Cope (Cause)
Hildrupp v. Farmar (F. C. Feb. 12)
Tench v. Stephens (Mtn. for dec. & Ptn.)
Johnson v. Fesenmeyer (Cause)
Merlin v. Blagrave (Mtn. for dec.)
Attorney-Gen. v. Mostyn (F. D. & Costs)
Wilkins v. Wilkins (F. C.)
Walker v. Walker (do.)
Davies v. Hodgson (Cause, Feb. 14)
Chubb v. Fuller (Mtn. for dec.)
In re Liman's Estate } F.C. adj. from
King v. Tootell } chmbrs.)
Greenlaw v. Buller (F. C.)
Jackson v. Addis (F. C. & Ptn.)
Philips v. Beal (Mtn. for dec.)
Hurst v. Green (do.)
Shew v. Marsh (F. C.)
Eyton v. Vyner (Mtn. for dec.)
Gresley v. Chesterfield (F. D. & Csts.)
Rains v. Cockerell (Cause)
Haley v. Hammersley (Mtn. for dec.)
Judson v. Hawkins [3] (F. D. & csts.)
Bengough v. Bacon (Mtn. for dec.)
Grosvenor v. Durston (do.)
Carr v. Living (do.)
Boldero v. The East India Company (Cause)
Chaplin v. Adlard (F. C.)
Pearce v. Pearce (Fur. cons. & ptn.)
Fulford v. Grice (Cause)
Attorney. Gen. v. The Master and Keepers or Wardens of the Mystery or Art of Stationers of the City of London (F. D. & Costs.)
Mayne v. Mayne (F. C.)
Jones v. Baker (Mtn. for dec.)
Attorney-Gen. v. Samuels (Mtn. for dec.)
Sparks v. Restall (F. C.)
Page v. Page (Mtn. for dec.)
Davison v. Brothers (Mtn. for dec. short)
Goode, jun. v. Lozell (Cause)
Willats v. Wassell (Mtn. for dec.)
Wigston v. Griffin (F. D. & Costs)
Sanders v. Millar (F. C.)
In re Robinson } (do.)
Robinson v. Robinson }
Cooper v. Pink (do.)
Chinnock v. Hembury (Mtn. for dec.)
Robinson v. Earl (do.)
Fulford v. Grice (Cause)
Attorney-Gen. v. Mansfield School (F. C.)
Attorney-Gen. v. Boucherett (F. C. & Summons to vary certif.)
Tiplady v. Robson (Mtn. for dec.)
Langstaff v. Nicholson (Cause).
Wilkinson v. Walker (Mtn. for dec.)
Pretty v. Solly (do.)
Collier v. Mason (Mtn. for dec.)
Sherry v. Holt (do.)
Cazenove v. Filkington (Cause)
Nutting v. Colley (do.)
Great Luxembourg Ry. Company v. Magnay (do.)
Hinds v. Aley (Claim)
Jenkinson v. Mayston (Mtn. for dec.)
Attorney-Gen. v. Pretyman [3] (F. D. & Costs)
Pownall v. Selfe (Mtn. for dec.)
Redfern v. Batho (do.)
Read v. Stedman (do.)
Railston v. Hall (do.)
Gregson v. Walker (Cause)
In re Worthington } (F. C. & Mtn.
Matts v. Palmer } to vary certif.)
Young v. Holloway (F. C.)
Jones v. Dangerfield (Mtn. for dec.)
Collman v. Birch (F. C.)
Lyddon v. Moss (Cause)
Scott v. Robarts (F. C.)
Welch v. Chandler (do.)
Ware v. Regent's Canal Company (Cause)
Hancock v. Ross (do.)
Donaldson v. Corner (F. C.)
Webb v. Webb (Mtn. for dec.)
Gibson v. Sturgis (do.)
Hancock v. Lockett (do.)
Sidney v. Wilmer [2] (do.)
Wilmer v. Hunloke (do.)
Hele v. Lord Bexley [14] (F. C.)
Barrett v. Fowler (do.)
Dalziel v. Bulmer (Cause)
Clark v. Martin (Claim).
Bentley v. Meech (F. C.)
Palmer v. Dangerfield (Mtn. for dec.)
Ames v. Mannering (Cause)
Gover v. Davis (Mtn. for dec. short)
Ackers v. Mould (Claim)

LORDS JUSTICES.

APPEALS.

Fincham v. Coker (pt. hd. Mar. 1)
Rennie v. Young
Harman v. Sims
De Sorbein v. Bland
Swinfen v. Swinfen } (Full Court)
Swinfen v. Swinfen }
Knight v. Bowyer
Fripp v. The Bridgwater & Taunton Canal & Stolford Railway Harbour Company
Rudland v. Crozier (Mtn. for dec.)

VICE-CHANCELLOR SIR R. T. KINDERSLEY.

CAUSES, &c.

Lord v. Colvin (C. part heard)
Colvin v. Lord (C. part heard)
Cochrane v. Cochran
Barton v. Colvin
Lord v. Colvin
Lord v. Colvin
Lord v. Colvin } (Re-hearing, part heard)
Moorhouse v. Colvin (Cause. pt. hd.)
Baldry v. Baker (C. to produce Will)
Statham v. Storer (F. D. & Costs, part heard)
Crampton v. Freeman (Cause)
Tarratt v. Lloyd (F. C.)
Wayne v. Lewis } (F. C. & Summs.
Wayne v. Parke } to vary certif.)
In re Stanton
Stanton v. Muggeridge } (F. C. adj. from chambers & Summons)
Howard v. Chaffer (Mtn. for dec.)
Hardingham v. Thomas (F. C.)
Leeds v. Lewis (Cause)
Bengough v. Edridge (Mtn. for dec.)
Davenhill v. Davenhill (Fur. cons.)
Ward v. Yates (do.)
Lee v. Rennard (Cause)
Freeman v. Wootton (Claim)
Burton v. Cull (Cause)
Mawdsley v. Hall } F. D. and
Mawdsley v. Atkinson } Costs)
Lloyd v. Bentley (Cause)
Ewart v. Williams } (Ex. to
Williams v. Ewart } Master's Report & F. D. & Costs)
Fowler v. Fowler } (F. D. and
Fowler v. Fowler } Costs)
Des Aubiers v. Bowler (F. C.)
Hunt v. Taylor (Claim)
Macduff v. Hastie (F. C.)
Henington v. Wilkin (Mtn. for dec.)
Ellis v. Harbord (F. C.)
Boycott v. Warren (Cause)
Henderson v. Dodds (Mtn. for dec.)
Kirkham v. Southwood (do.)
Watson v. Raine (Cause)
Pavely v. Heaver (do.)
Majoribanks v. Wolferstan } (Mtn. for dec.)
In re Dewell } (F. C. adj. from
Edgar v. Reynolds } chambrs)
Moore v. Morris (F. C.)
Marchioness Townshead v. Earl of Harrowby (Cause)
Vaughan v. Vanderstegen [5] (F. C.)
Montefiore v. Trevor (Mtn. for dec.)
Watson v. Mead (do.)
Jessop v. Hayes (Cl.)
The Bury Port Co. v. Bowser (Cause)
Day v. Day (Cl.)
Green v. Featley (Mtn. for dec.)
Miller v. Drummond (F. C.)

VICE-CHANCELLOR SIR JOHN STUART.

CAUSES, &c.

Hirtzell v. Mules (Mtn. for dec.)
Jones v. Evans (F. C.)
Redhead v. Stephenson (M. for dec.)
Neve v. Thompson (do.)
Godson v. Higginson (do.)
M'Donald v. Richardson (do.)
Tucker v. Loveridge (do.)
Annandale v. Beckwith (do.)
Talbot v. Stephenson (C. pt. hd.)
Richardson v. Martin (Mtn. for dec.)
Coates v. Saunders (Cause)
Prole v. Soady (Mtn. for dec.)
The Official Manager of the Athenæum Life Assurance Society v. Bartlett (Cause)
The Official Manager of the Athenæum Life Assurance Society v. Pooley (do.)
Burrell v. Moffatt (Mtn for dec.)
Lloyd v. Attwood (Cause)
Attwood v. Lloyd (do.)
Attwood v. Lloyd (do.)
In re Brocksopp's Estate } (F. C. from
Brocksopp v. Brocksopp } chambers)
Tucker v. Robinson (F. D. & Costs)
Gould v. Gould (do.) [Feb. 16]
Bosley v. Homes (F. C.)
Spittle v. Spittle (Mtn. for dec.)
Hartley v. Aspden (do.)
Collings v. Cox (F. D. and Costs)
Clarke v. Lovegrove (Mtn. for dec.)
Morton v. Geldard (do.)
Patmore v. Mumford (do.)
Dawson v. Dawson (do.)
Belgrave v. Redhead (Cause)
Elderton v. The Official Manager of

Cameron's Coalbrook Steam Coal and Swansea and Lougher Railway Company (Cause)
Ward v. Bassett (F. C.)
Owen v. Lloyd (Mtn. for dec.)
Hancox v. Spittle (F. D. & Costs)
Woodhead v. Turner (do.)
Meek v. Law (F. C.)
Riches v. Dean (Cause)
Hardy v. North (do.)
Watson v. Bentham (F. D. & Costs)
Greatrex v. Cunliffe (F. C.)
Brandon v. Jonas (Cause)
Morris v. Morris (do.)
Evans v. Nelmes, Evans v. Clarke (F. D. & Costs.)
Nelmes v. Evans [3] (do.)
Castle v. Staite (Mtn. for dec.)
Creaton v. Creaton (do.)
Steere v. Bayly (do.)
Woollatt v. Woollatt (Cl.)
Hodgson v. Hartley (F. C.)
Mountain v. Mountain (do.)
Rawlins v. Wickham (Cause)
Sealy v. Robinson (Mtn. for dec.)
Cast v. Poyser (F. C.)
Tilden v. Hill (Mtn. for dec.)
Dobson v. Brown (do.)
Penny v. Allen (F. C.)
Bristowe v. Bristowe (do.)
Leigh v. Liscombe (Mtn. for dec.)
Bolton v. Simpson (do.)
In re Bean's Estate, Smith v. Bradbee, Bean v. Bradbee (F. C.)
Greenman v. Waterman (Mtn. for dec.)
Nicholas v. Nicholas (F. C.)
Collier v. Nicholas, Nicholas v. Nicholas (F. D. & Costs)
Garry v. Garry (F. C.)
Le Clair v. Richards (do.)
Mosley v. Mosley (Mtn. for dec.)
Triston v. Mellor (do.)
Tuely v. Ball (do.)
Woodroffe v. Woodroffe (F.D. & cts.)
Meason v. O'Toole (Mtn. for dec.)
Dickinson v. Foord (do.)
Cole v. Eaton, Hocknell v. D. of Sutherland (F. C.)
Hull v. Christie (Mtn. for dec.)
Lea v. Kimberley (do.)
Johnson v. Leggett (F. C.)
Munt v. Jones (Cause)
Bradshaw v. Goodman (Mtn. for dec.)
Backhouse v. Blackett (Cause)
Collard v. Roe (Mtn. for dec.)
Dowling v. Wickings (do.)
Halliley v. Henderson (F. C. & Sum.)
Jones v. Gilbert (Cause)
Heginbottom v. Stopford (F. C.)
Oddie v. Brown, Oddie v. Thompson, Wilson v. Howson (do.)
Hutton v. Sealey (Mtn. for dec.)
Kemp v. Rose (Cause)
Garland v. Barber (F. C.)
Vincent v. Godson (do.)
Mason v. Sherwood (do.)
Roberts v. Waterhouse (Mtn. for d.)
Graham v. Burton (Cause)
Ingram v. Wolcotot (Cl.)
Davies v. Nicholson (F. C. & Sum.)
Selfe v. Chidley (Mtn. for dec.)
Chaffer v. Radcliffe (F. C. & Costs)
Baxendell v. Lees (Mtn. for dec.)
Wall v. Golding (F. C.)
Fetherstonhaugh v. Hasell (do.)
Morgan v. Johnson (Mtn. for dec.)
Playsted v. Goold (F. C.)
Gavin v. Osborne (Cause)
Molyneux v. Molyneux (Cause)
Ivimey v. Gibbons (Mtn. for dec.)
Holland v. Johnson (do.)
Watt v. Graham (do.)
Bristowe v. Whitmore (do.)
Bennion v. Poyser (F. C.)
In re Sadler, Sadler v. Rickards (do.)
Cowper v. Price (Mtn. for dec.)
Gun v. Saul (do.)
Law v. Coke (do.)
Saul v. Saul (do.)
Tassell v. Smith (Sp. case)
James v. North (Cause)
Sutton v. Pass (do.)
Gibbs v. Gibbs (Mtn. for dec.)
Stebbing v. Attre [3] (F. C.)
Jayne v. Harris (Mtn. for dec.)
Brooke v. Maries (Cause)
Bennion v. Poyser (F. C., Sh.)
Badcock v. Graves (Mtn. for dec.)
Griffiths v. Leeson (do.)
Cormack v. Brisly (do.)
Fraser v. Head (F. C.)
Payne v. Battey (do.)
Richards v. Richards (Mtn. for dec.)
David v. David (do.)
Adamson v. The Trustees of the Birkenhead Docks (do.)
Cheshire v. Vere (Sp. case)

Exchequer Chamber

SITTINGS IN ERROR.

The Court will hold a Sitting, on Tuesday, the 23rd Feb. inst., to give judgment in the following cases:—

Gibbs and Others v. The Trustees of the Liverpool Docks.
Laing v. Whaley and Another.
Pemberton v. Chapman.

Births, Marriages, and Deaths.

BIRTHS.

ASTON—On Jan. 31, at 41 Doughty-street, the wife of James J. Aston, Esq., Barrister-at-Law, of a son.

ELLABY—On Feb. 5, at Croydon, the wife of Mr. Ellaby, Solicitor, of Queen-street, Cheapside, of a son.

HAWKINS—On Feb. 7, the wife of John William Hawkins, of 37 St. George's-square, Pimlico, of a daughter.

PHILIP—On Jan. 7, Port of Spain, Trinidad, the wife of M. Maxwell Philip, Esq., Barrister-at-Law, of a daughter.

SMITH—On Feb. 9, at 8 Cumberland-terrace, Regent's-park, the wife of W. Castle Smith, Esq., of a daughter.

STRONG—On Feb. 8, at 23 Orsett-terrace, Hyde-park, the wife of Sydney Gore R. Strong, Esq., of a son.

TROLLOPE—On Feb. 4, at 67 Charlwood-street West, Belgrave-road, the wife of W. M. Trollope, Esq., Solicitor, of a daughter.

MARRIAGES.

GIBBS—POWELL—On Feb. 4, at St. Mary, Newington, John Frederick, eldest son of J. M. Gibbs, Esq, 20th Regiment, to Julia Ann, daughter of J. Powell, Esq., of Her Majesty's Court of Probate, and South-place, Kennington-park.

GRAY—BLAKESLEY—On Feb. 10, at St. John's, Stratford, Essex, by the Rev. John Lambert Knowles, M.A., Charles John, son of David Gray, Esq., of Lincoln's-inn-fields, to Helen, the youngest and only surviving daughter of John Blakesley, Esq., of Newtown, in the county of Leicester.

DEATHS.

ABBOT—On Feb. 5, at Sittingbourne, Kent, in the 86th year of his age, William Abbot, Esq., upwards of sixty years Register of the Diocesan Courts of Canterbury.

BROWN—On Feb. 8, at the house of her brother, the Rev. Dr. Raffles, Edge-hill, Liverpool, Mary Jane, widow of the late James Baldwin Brown, Esq., LL.D., Barrister-at-Law, in the 72nd year of her age.

FLETCHER—On Feb. 5, at Laucrigg, Grasmere, in the 89th year of her age, Elizabeth, widow of the late Archibald Fletcher, Esq., Advocate, Edinburgh.

HURST—On Jan. 27, at Beeston, Notts, aged 75, William Hurst, Esq., Clerk of the Peace for the County of Nottingham.

KING—On Feb. 4, Thomas Bennett King, of 10 Ashby-road, Canonbury, Islington, late of 9 Gray's-inn-square, Holborn, aged 70.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Blackburn, William, Esq., Lincoln's-inn, £90 Consols.—Claimed by Joshua Blackburn, sole executor of Eleonora Blackburn, Spinster, who was the sole executrix.

Cave, Hon. Sophia Otway, Widow, Castle Otway, County Tipperary, Ireland, £1,115 : 15 : 2 Consols.—Claimed by Joanna Frances Burdett, Spinster, the acting executrix.

Courthope, Amelia, Widow, Lewes, £1,149 : 10 Consols.—Claimed by George Campion Courthope, the sole executor.

Ellerton, Rev. Edward, D.D., Magdalen-college, Oxford, £100 New Three per Cents.—Claimed by Rev. Charles Townsend and Rev. Jogn Calcott, the executors.

Franks, William Edwards, Teabroker, Fenchurch-street, Joseph Crane, Lincndraper, Commercial-road, and Thomas Scrutton, Shipbroker, St. Michael's-alley, Cornhill, £189 : 4 : 5 New Three per Cents.—Claimed by William Edward Franks, Joseph Crane, and Thomas Scrutton.

List, George Brain, Surgeon, Portland-street, Southampton, and Henry Adams, Grocer, Horndean, Hants, £119 : 1 : 11 Consols.—Claimed by Henry Adams, the survivor.

Lumsden, James, Esq., of Auchry House, Turriff, Aberdeenshire, £65 : 2 : 3 Reduced.—Claimed by James Lumsden.

Mitford, Frances, Spinster, Clifford-street, Westminster, £1,736 : 2 : 1 Consols.—Claimed by William Townley Mitford and Edward Boodle, the executors.

Winthrop, Edward Gamaliel, Esq., St. John's College, Cambridge, £433 : 6 : 8 New Three per Cents.—Claimed by Edward Gamaliel Winthrop.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere during the Week.

Nattes, Mr. and Mrs., who, in 1815, lived at Brook-green, Hammersmith, and Amy Barbee (supposed to be the sister of either Mr. or Mrs. Nattes),

Vice-Chancellor Sir W. P. WOOD.

Causes, &c.

Murray v. Rymer (D.)
Bennett v. Adamson (Mtn. for dec.)
Knight v. Schneider (Cl.)
Merryweather v. Walker (Sp. case)
Alexander v. Alexander (Mtn. for dec.)
Brown v. Stockton and Darlington Railway Company (do.)
Chappell v. Haynes (Sp. Case)
Hill v. Walker (Cause)
Janes v. Page, Mingay v. Page (do.)
Mornington v. Kearne (do.)
East Anglian Railway Company v. Goodwin (do.) March 1.
Wycherley v. Barnard (Mtn. for dec.)
Goodman v. Robinson (do.)
Vandenberg v. Palmer (Cause)
Bourdillon v. Roche (do.)
Martin v. the West of England Fire and Life Insurance Company (do.)
Hughes v. Evans (Cause and Mtn. to vary certif.)
Robinson v. Preston (Mtn. for dec.)
Jackson v. Price (do.)
Whitmore v. Lane (do.)
Taylor v. Roebuck (do.)
Horsfall v. Garnett (Cause)
Hutchins v. Osborne (Sp. Case)
Wythes v. Labouchere (Cause)
Fairband v. Murgatroyd (F. C.)
Hiron v. Bourne (do.)
Perkins v. Owen (Cause)
Crosthwaite v. Dean (F. C.)
Walker v. Peddle (do.)
Blake v. Holford (do.)
Taylor v. Millington (do.)
Benson v. Sari (Cause)
Webb v. Webb (Mtn. for dec.)
Green v. Eastern Counties Railway Company (Cause)
Perkins v. Mellor (F. C.)
Powell v. Aiken (Cause)
Abbott v. Blair (do.)
Jedye v. Duke of Montrose (do.)
Te Cwm Elgia Quarry Slate and Slab Company (Limited) v. Lee (Mtn. for dec.)
Foster v. Strong (Cause)
Notley v. Izant (Cause)
Earp v. Lloyd (Mtn. for dec.)
Smith v. Lay (F. C. & Mtn. to vary certif.)
Clarke v. Franklin (F. C.)
Bourne v. Ducard (do.)
Andrews v. Taylor (do.)
Clements v. Nightingale, Nightingale v. Clements (F. C.)
Wrayham v. Atkinson (Cause)
Hebblethwaite v. Hebblethwaite (F. C.)
Light v. Light (Mtn. for dec.)
Featherstonhaugh v. Turner (do.)
Jennings v. Cook (F. C.)
Wright v. Lamb, Wright v. Lietch (do.)
Lawrenson v. Lawrenson (Mtn. for dec. & Ptn.)
Ferris v. Goodburn (F. C.)
Lister v. Denton (Mtn. for dec.)
Leake v. Taylor (do.)
Rhodes v. Pickup (do.)
Barrack v. McCulloch (F. C.)
Payn v. Hornby (Cause)
Meek v. Hebden (F. C.)
Gardner v. Smith (do.)
Marriott v. Douglas (Mtn. for dec.)
Tagg v. Tagg (do.)
Tootal v. Croysdale (do.)
Hernaman v. Buck (Cause)
Wharton v. Barker (F. C.)
Harrison v. Carruthers (Mtn. for dec.)
Attorney-Gen. v. East Dereham Corn Exchange Co. (do.)
Smith v. Forshaw (do.)
In re Clarke, Shaw v. Clarke (F. C., adj. from chambers.)
Gash v. Ashcombe (Mtn. for dec. Sh.)
Birley v. Birley (do.)
Pennell v. Lamb (do.)
Lane v. Tarte (do.)
Watson v. Murray, Watson v. Sturgis (F. C.)
White v. Scott (do.)
Greaves v. Wilson (do.)
Pertwee v. Parker (Mtn. for dec.)
Attwood v. Attwood (F. C.)
Wrout v. Dawes (Cause)
Smith v. Lewis (do.)
Craven v. Williamson (Mtn. for dec.)
Pease v. Cheesbrough (do.)
Whiteaves v. Melville (Mtn. for dec.)
Latham v. Croucher (do.)
Jullion v. Hook (Cause)
Johnston v. Moore (Sp. case)
Swainson v. Dennys (Mtn. for dec.)
Tucker v. Kayess (Sp. case)
Draycott v. Wood (F. C.)
Murrell v. Norton (Cause)
Reid v. Reid (Mtn. for dec.)
Downman v. Briggs (do.)
Grant v. Mills (Mtn. for dec.)
Petar v. Sturgis (Cause)
Smith v. Brown (do.)
Jaquet v. Jaquet (do.)
Gedye v. Matson (Mtn. for dec.)
Douglas v. Burdekin [3] (F. C.)
Eyre v. Monro (do.)
Buchanan v. Buchanan (Mtn. for d.)
Jones v. Morgan (do.)
Salter v. Bradshaw (Cause)
Bradshaw v. Salter (do.)
Jones v. Catt (Mtn. for dec.)
Carnochan v. The Norwich and Spalding Railway Company (do.)
Richmond v. Cheyne [2] (F. C.)
Gray v. Kerr (Mtn. for dec.)
Davies v. Bebb (do.)

formerly of Welbeck-street, then of Hammersmith, and some time of the Royal College, Marlow, Bucks, if still living, or their next of kin, to apply to Richardson, Brothers, 23 Cornhill.

WILKINS, BETSEY, afterwards Betsey Turner, wife of Edward Turner, who resided at Middle Wallop, Hants, in or about the year 1829. Next of kin to communicate with Mr. Footner, Solicitor, Andover.

WILLS, THOMAS (or Wells), and SARAH, his wife, whose maiden name was Lambert. They formerly resided at St. Peter's, Herts, and went to the Cape of Good Hope in the year 1820. Their next of kin to apply to Mr. Reece, solicitor, 14, Furnival's-inn.

Money Market.

CITY, FRIDAY EVENING.

The arrivals of specie during the week from Australia and the United States exceed a million and a quarter. The directors of the Bank of England have reduced their rate of discount from 3½ to 3 per cent. The joint-stock banks and the discount houses allow a uniform rate of 2 per cent. on deposits. The English Funds have sustained inconsiderable fluctuations, and close this afternoon about the same as this day week, the money price of Consols being 96 to 96⅛ per cent.

From the Bank of England return for the week ending the 10th inst., which we give below, it appears that the amount of notes in circulation is £19,603,315, being a decrease of 471,750; and the stock of bullion in both departments is £16,574,647, showing an increase of £780,951 when compared with the previous return. Money is thus very abundant, notwithstanding the demand for gold on the continent has in some degree revived.

It appears, by the monthly account of the Bank of France, that the amount of premiums paid on purchases of gold and silver is about four times that of the previous month, and the consequent comparative increase in the stock of bullion is over a million and a quarter sterling. The directors have reduced their rate of discount from 5 to 4½ per cent.

The directors of the Great Western Railway Company have lately issued their general statement of receipts and expenditure to the 31st December, 1857, and also their usual report. It appears that £12,903,771 had been received on shares, and on debentures and loans £10,622,283, making a total of £23,526,054. The total expenditure amounts to £23,253,027, including £836,853 for the new station at Paddington, and £643,361 and £82,919 for Bull's-bridge and other stations. The revenue account for the last half-year shows that £847,452 had been received, and that the expenditure amounted to £339,264, leaving a balance for the half-year of £508,188. Several additions to, and charges on, this sum leave a disposable balance of £102,625. Out of this sum the directors recommend a dividend at the rate of 2 per cent. per annum, leaving a balance of £20,253 for the next account. It appears that in July, 1857, the whole of the Great Western lines had been opened, and brought into full working order, and that considerable reductions in expenditure have been made, and can be continued, till there is a material increase of traffic over all the lines. Independently of traffic, advantage to the shareholders may be derived from the conversion of mortgages and loans into a four per cent. debenture stock, for which the money market is now more favourable than for several years past, and which, it is calculated, would add 1½ per cent. to the dividend.

The directors of the London and South-Western Railway Company, in their report lately issued, propose a dividend for the last half-year at the rate of 5½ per cent. per annum, leaving a balance to be carried forward of £7,234. The doubling of the line from Southampton to Dorchester is in progress. The company's consulting engineer states, that more than sixty miles of the line remain in use after from eighteen to twenty years' service; and, so good has been the quality of the iron and the system of the road, that a considerable portion will be efficient for several years to come.

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3½
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial Law	2½
Medical, Legal, and General	par
Solicitors' and General	par

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	71	..	..
Bristol and Exeter	..	..	94	94½	..	..
Caledonian	94 ⅛	94	92⅝ 3⅛ 3	93¼ ⅜ ⅛	..	94⅛ ⅛
Chester and Holyhead	37½ 8	..	37	35½	35½	..
East Anglian	18½	..	..	..	..	..
Eastern Counties	61½	61¼ 60⅝	60⅝	60 1½	61¼ ⅛ ⅛	62¼ ⅛
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	34 3½ 4½	33½	..	..	..
East Lancashire	..	91	90½	90⅛ 90	..	..
Edinburgh and Glasgow	68	..	..	..	..	..
Edin. Perth, and Dundee	..	31½	31	30⅛	30⅛	..
Glasgow & South-Westn.	95⅛	..	..	..	..	..
Great Northern	106¼ 6	106 ⅛ ⅜	..	105	..	105 ⅛
Ditto A. Stock	92	93 2	92	91 90⅛	91	..
Ditto B. Stock	132	132	..	132	..	131
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	61 61¼	60⅜ ¼ ⅛	60 ⅛ ⅜	59⅝ 59⅛	59⅝	60 ¼ ⅛ ⅛
Do. Stour Vly. G. Stk.	61	60 2	..	60	..	..
Lancashire & Yorkshire	93⅜ ¼	93⅜ ⅛ 3	93⅛ ⅜ 2⅝	93¼ ⅝	93¼	93⅜ 4¼ 4
Lon. Brighton & S. Coast	107½ 7	107½ 6⅜	106 ⅜	106⅜	..	107 ⅜
London & North-Wstrn.	101⅜ 2	101⅜ 2	100¼ ⅛ ⅛	100¼ ⅛ 1	100⅛ ⅛	101 ⅛
London & South-Westrn.	99 ⅛	99⅝ 9	99¼ 8⅛ ⅛	98⅛	..	99⅛ 9
Man. Sheff. & Lincoln.	..	..	40	39½	..	..
Midland	97 6⅜ ⅛	97⅛ 6⅜	96⅜ ⅛ 7	96⅜ 7⅛ ⅛	97⅛	98 8⅛ ⅛
Ditto Birm. & Derby	68 ⅛	68⅛	68½	68½	..	..
Norfolk	..	..	64 3	64 3	..	63½
North British	54⅛ ⅜ ⅛	54⅛ ⅜ ⅛	54	53⅛	..	53⅜ 3⅛ 3
North-Eastern (Brwck.)	97⅜ 8	97⅜ 8 7⅛	97⅛ 7 ⅛	97 ⅜	..	97 6⅜ 7
Ditto Leeds	52¼ ⅛ 3⅜	53⅛ 3	53 2⅛ 3	52⅜ ⅛ ⅜	..	52⅛ ⅛ ⅛
Ditto York	84¼ 4⅜	84½	84 3⅛ ⅛	83	..	82⅛ 3 2⅛
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	33⅛	32⅛	..	32 3⅛ 2⅜	..	..
Scottish Central	..	..	..	109 ⅛	..	..
Scot. N.E. Aberdeen Stk.	..	26	25⅜ 6⅛	26⅛	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	49	49	..	..	..	..
South Devon	..	..	..	36⅛	..	37 6⅛
South-Eastern	..	..	74⅛	73⅞ 4	74⅛ 3⅛ 4	..
South Wales	..	..	..	83¼ 4	..	83¼
Vale of Neath	..	..	..	101½ 2⅛	..	100⅜ 1⅞

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	226 5	227 6	227 5½	227 5½	227 5½	225
3 per Cent. Red. Ann.	96 ⅛	96⅛ 6 ⅛	96 ⅛	96 ⅛ ⅛	96 ⅛ ⅛	96⅛
3 per Cent. Cons. Ann.	95⅝ 6⅛ 6	96⅛ 5 ⅛	95⅝ 6 5⅛	96 5⅛ 6	96⅛	96⅛
New 3 per Cent. Ann.	96⅜ ⅜ ⅛ 3	96⅜ ⅜ ⅛	96 ⅛ 6	96⅛ ⅛ ⅜	96⅜ ⅛ ⅛	96⅛
New 2½ per Cent. Ann.	60	..	..	..	79½	..
5 per Cent. Annuities	..	..	..	..	113	..
Long Ann. (exp. Jan. 5, 1860)	..	2	..	..	..	..
Do. 30 years (exp. Oct. 10, 1859)	..	1⅝	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18⅛	18⅛ ⅜	..	18⅜	..
India Stock	220 21⅛	218	218	221⅛	..	..
India Bonds (£1,000)	..	20s.22s p	..	..	..	21s. p.
Do. (under £1,000)	20s. p.	21s.25s p	20s. p.	20s.21s p	..	25s. p.
Exch. Bills (£1,000)	28s.32s p	32s.29s p	32s.30s p	32s.30s p	33s.31s p	32s. p.
Exch. Bills (£500)	28s.32s p	32s 29 p	30s. p.	..	32s.34s p	32s. p.
Exch. Bills (Small)	28s.32s p	29s.28s p	..	33s. p.	30s.34s p	32s. p.
Exch. Bonds, 1858, 3½ per Cent.	..	100⅛	100¼ ⅜	..	..	..
Exch. Bonds, 1859, 3½ per Cent	..	..	100⅛ ⅜ ⅛	..	..	..

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON WEDNESDAY, THE 10TH DAY OF FEBRUARY, 1858.

ISSUE DEPARTMENT.

	£		£
Notes issued	30,220,760	Government Debt	11,015,100
		Other Securities	3,439,900
		Gold Coin and Bullion	15,765,760
		Silver Bullion	..
	£30,220,760		£30,220,760

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	9,702,317
Rest	3,810,873	Other Securities	18,822,886
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	4,253,493	Notes	10,617,445
Other Deposits	16,905,945	Gold and Silver Coin	828,887
Seven day and other Bills	848,224		
	£39,671,535		£39,671,535

Dated the 11th day of Feb., 1858. M. MARSHALL, Chief Cashier.

London Gazettes.

New Member of Parliament.

Tuesday, *Feb.* 9, 1858.

Borough of Reigate.—Sir Henry Creswicke Rawlinson, K.C.B., of Langham-place, Middlesex, *vice* William Hackblock, Esq., deceased.

Perpetual Commissioners for taking the Acknowledgments of Married Women.

Tuesday, *Feb.* 9, 1858.

Matthews, William, Gent., Gloucester; for the city and county of Gloucester.—*Jan.* 4.

Stone, Joseph, Gent., Wirksworth, Derbyshire; for the county of Derby.—*Jan.* 4.

Commissioner to administer Oaths in Chancery.

Tuesday, *Feb.* 9, 1858.

Gordon, James, Gent., Dumfries.—*Jan.* 29.

Bankrupts.

Tuesday, *Feb.* 9, 1858.

Abbey, Francis Fryer, Woollen Manufacturer, Huddersfield. *Com.* Ayrton: Feb. 22, at 1; and Mar. 22, at 12; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Floyd & Learoyd, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Jan. 27.

Angel, William, Poulterer, 35 Compton-st., Brunswick-sq. *Com.* Evans: Feb. 19, at 12.30; and Mar. 16, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Kiss & Son, Fen-ct., Fenchurch-st. *Pet.* Feb. 5.

Catlin, Richard, Plumber and Horse Dealer, late of High Cross-st., Leicester, now in White Cross-street Prison, London. *Com.* Balguy: Feb. 23 and Mar. 16, at 11; Shirehall, Nottingham. *Off. Ass.* Harris. *Sols.* Haxby, Leicester; or Sole & Turner, Aldermanbury, London; or Hodgson & Allen, Birmingham. *Pet.* Jan. 29.

Cock, George, Grocer, Plymouth. *Com.* Bere: Feb. 18 and Mar. 11, at 1; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sol.* Laidman, Exeter. *Pet.* Feb. 8.

Davis, Sarah, Innkeeper, Halifax. *Com.* Ayrton: Feb. 23, at 1; and Mar. 30, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Feb. 8.

Greenwood, John, Chemist and Druggist, Dewsbury, Yorkshire. *Com.* Ayrton: Feb. 23, at 1; and Mar. 22, at 11.30; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Scholes & Son, Dewsbury; or Blackburn, Leeds. *Pet.* Jan. 30.

James, Matthew, Hosier and Manufacturer, Ruddington, Notts. *Com.* Balguy: Feb. 25 and Mar. 16, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sol.* Cowley, Nottingham. *Pet.* Feb. 4.

Kent, Thomas, Grocer, 6 Brighton-pl., Brixton-rd. *Com.* Evans: Feb. 18, at 11.30; and Mar. 18, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Holmer, 24 Bucklersbury. *Pet.* Feb. 6.

M'Clean, James, and Terence Charles M'Clean, Wine, Spirit, and Beer Merchants, Turnagain-lane, Skinner-st., Snow-hill. *Com.* Fonblanque: Feb. 19, at 11; and Mar. 19, at 2; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Jerwood, 17 Ely-pl., Holborn. *Pet.* Feb. 4.

Morgan, Joseph, Ironmonger, Garnvach, Nantyglo, Monmouthshire. *Com.* Hill: Feb. 23 and Mar. 23, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* Feb. 6.

Morton, John Henry, Grocer, Maidstone, Kent, co-partner with Thomas Poolly, Cement, Lime, and Coke Manufacturer, Maidstone. *Com.* Goulburn: Feb. 19 and Mar. 24, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Monckton, Guy, & Monckton, 1 Raymond-bldgs., Gray's-inn; or Monckton & Sons, Maidstone. *Pet.* Feb. 3.

Pells, John, Corn and Coal Merchant, Elmswell, Suffolk. *Com.* Goulburn: Feb. 19, at 1; and Mar. 24, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Chilton & Burton, Chancery-lane; or Gudgeon, Stowmarket, Suffolk. *Pet.* Feb. 1.

Turner, Charles, Ironmonger, Walthamstow, Essex. *Com.* Evans: Feb. 19, at 12; and Mar. 18, at 2; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Lofty, Potter, & Son, King-st., Cheapside. *Pet.* Feb. 1.

Turner, David, Straw Hat Maker and Milliner, 1 Crawford-st., Portman-sq. *Com.* Holroyd: Feb. 19 and Mar. 16, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Van Sandau & Cumming; 27 King-st., Cheapside. *Pet.* Feb. 4.

Warr, Francis, Victualler and Publican, Mount Pleasant, Brierley-hill, Staffordshire. *Com.* Balguy: Feb. 22 and Mar. 15, at 10.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Smith, Birmingham; or Smith, Horseley Heath, Tipton. *Pet.* Feb. 5.

Wearne, Harry, Woollen Warehouseman, 74 Piccadilly. *Com.* Fane: Feb. 18, at 11; and Mar. 19, at 12.30; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Fitch, 17 Union-st., Southwark. *Pet.* Feb. 6.

Whale, Henry, Commission and General Merchant, 25 Noble-st. (H. Whale & Co.) *Com.* Holroyd: Feb. 23, at 2.30; and Mar. 23, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Elmslie, 10 Lombard-st. *Pet.* Jan. 26.

Friday, *Feb.* 12, 1858.

Bingham, Richard Frank, Confectioner, Nottingham. *Com.* Balguy: Feb. 25 and Mar. 23, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sol.* Browne, Nottingham. *Pet.* Feb. 9.

Carne, William Inglis, Merchant, 10 Mark-lane, and Lower Tulse-hill, Surrey. *Com.* Fonblanque: Feb. 26, at 2; and Mar. 26, at 12; Basinghall-st. *Off. Ass.* Graham. *Sol.* Bousfield, 14a Philpot-lane, Eastcheap. *Pet.* Feb. 11.

Ellis, John, Joiner and Builder, Liverpool. *Com.* Stevenson: Feb. 26 and Mar. 18, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Banner, Liverpool. *Pet.* Feb. 6.

Fernandez, Marco, Importer of Foreign Sand, 2 Devonshire-sq., Bishopsgate, formerly of 31 Houndsditch, Baby-linen Maker. *Com.* Fane: Feb. 20, at 11; and Mar. 26, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* J. & S. Solomons, 22 Finsbury-pl., Finsbury. *Pet.* Jan. 22.

Griffiths, Samuel, Broker, Wolverhampton. *Com.* Balguy: Feb. 22 and Mar. 22, at 10; Birmingham. *Off. Ass.* Kinnear. *Sols.* E. & H. Wright, Birmingham.

James, Abraham Henry, & Thomas Roberts, Builders, Newport, Monmouthshire. *Com.* Hill: Feb. 23 and Mar. 23, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Batchelor, Newport; or Bevan & Girling, Bristol. *Pet.* Feb. 11.

Jeffreys, Rees, Outfitter, Liverpool. *Com.* Perry: Mar. 1 & 22, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Evans & Son, Commercial-court, Lord-st., Liverpool. *Pet.* Feb. 10.

Joliffe, Leigh, Tea Dealer, Salisbury. *Com.* Fonblanque: Feb. 24, at 2; and Mar. 30, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Low, 65 Chancery-lane. *Pet.* Feb. 10.

Knight, John, Brick Maker, Bewley, Worcestershire. *Com.* Balguy: Feb. 27 and Mar. 27, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Browning & Richards, Redditch; or James & Knight, Birmingham. *Pet.* Feb. 4.

Last, William Henry, Commission Agent, 20 Cannon-st. West, and 1 Almora-ter., Gloucester-rd., Islington. *Com.* Holroyd: Feb. 27, at 1; and Mar. 23, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* Feb. 10.

Levy, Joseph, Merchant, 29 Jewry-st., Aldgate. *Com.* Goulburn: Feb. 24 and Mar. 29, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Jones, 20 King's Arms-yard, Coleman-st. *Pet.* Feb. 9.

Long, Oliver, Manufacturer & Dealer in Patented Articles, 58 King William-st. *Com.* Goulburn; Feb. 25, at 12; and Mar. 29, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers, Old Jewry. *Pet.* Feb. 9.

Moore, John, Cloth Manufacturer, Pudsey, Yorkshire. *Com.* West: Feb. 25 and Mar. 26, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sol.* Simpson, Leeds. *Pet.* Feb. 8.

Price, Richard Hope, jun., Scrivener, Wolverhampton. *Com.* Balguy: Feb. 22 and Mar. 15, at 10.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Underhills, Wolverhampton; or E. & H. Wright, Birmingham. *Pet.* Feb. 8.

Shaw, Thomas George, Wine Merchant, Great St. Helen's. *Com.* Goulburn: Feb. 22, at 12; and Mar. 29, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Courtenay & Croome, 16 Crooked-lane. *Pet.* Feb. 8.

Smith, James, Brickmaker, Lowestoft, Suffolk. *Com.* Fonblanque: Feb. 23, at 1; and Mar. 26, at 11; Basinghall-st. *Off. Ass.* Graham. *Sols.* Greenhill & Hand, 49 Gracechurch-st.; and Seago, Lowestoft. *Pet.* Feb. 1.

Southam, Alfred, Manufacturer, now or late in co-partnership with Samuel Stead, Manufacturers, Manchester and Frodsham. Feb. 22 and Mar. 15, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Southam, St. James's-square, Manchester. *Pet.* Feb. 8.

Tabb, John, Licensed Victualler, 16 Upper Belgrave-pl., Pimlico, and late of Holles-st., Clare Market. *Com.* Holroyd: Feb. 26, at 2.30; and Mar. 19, at 1; Basinghall-st. *Off. Ass.* Lee. *Sols.* George & Downing, 5 Size-lane, Bucklersbury. *Pet.* Feb. 10.

Thompson, David, Innkeeper, Ulleskelf, Yorkshire. *Com.* Ayrton: Mar. 2, at 11.30; and Mar. 23, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Singleton, York; or Clarke, Leeds. *Pet.* Feb. 9.

Williams, William, Linen Draper, Llandilo, Carmarthenshire. *Com.* Hill: Feb. 23 and Mar. 23, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Heather, 17 Paternoster-row; or Bevan, Small-st., Bristol. *Pet.* Jan. 20.

Wilson, John Samuel, Commission Agent, Leeds. *Com.* Ayrton: Mar. 1 & 29, at 12; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Payne, Eddison, & Forde, Leeds. *Pet.* Feb. 10.

MEETINGS.

Tuesday, *Feb.* 9, 1858.

Bean, George, Hosier, 95 Cheapside. *Div.* Mar. 2, at 12.30; Basinghall-st. *Com.* Evans.

Bliedberg, Frederick, & Marc Saran, Commission Merchants, Liverpool. *Div.* Mar. 3, at 11; Liverpool. *Com.* Perry.

Clayton, William, Wholesale Perfumer, 58 Watling-st., and 16 West Smithfield. *Div.* Mar. 4, at 11; Basinghall-st. *Com.* Evans.

Cockshott, Edmund, & John Cockshott, Worsted Manufacturers, Frizinghall-mill, Bradford, Yorkshire. *Div.* joint est. and sep. est. of each, Feb. 26, at 12 (and not 11, as advertised in last Friday's *Gazette*); Commercial-bldgs., Leeds. *Com.* West.

Gibbs, Thomas, Publican and Beer Seller, Burslem, Staffordshire. *Div.* Mar. 4, at 11.30; Birmingham. *Com.* Balguy.

Hamit, George, Machine Maker, Haddenham, Isle of Ely. *Last Ex.* Feb. 19, at 2; Basinghall-st. (*By adjnt.* from Feb. 2.) *Com.* Fonblanque.

Harrison, Robert, James Kiebo Watson, & Henry Pease, Bankers, Kingston-upon-Hull (Harrison, Watson, & Co.). *Prf. of Dbts.* Feb. 24, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton.

Hesleden, Bryan, Scrivener, Barton-upon-Humber, Lincolnshire. *Div.* Mar. 17, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton.

Hill, James Beech, Glass and China Dealer, 254 Blackfriars-rd. *Div.* Mar. 4, at 12; Basinghall-st. *Com.* Goulburn.

Holmes, Thomas, Bookseller, 76 St. Paul's-churchyard. *Div.* Mar. 3, at 1.30; Basinghall-st. *Com.* Fonblanque.

Jones, Thomas, Grocer, Merthyr Tydfil, Glamorganshire. *Div.* Mar. 4, at 11; Bristol. *Com.* Hill.

Liddell, Caroline, Common Brewer, Great Driffield, Yorkshire. *Div.* Mar. 17, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton.

M'Cartney, James, Provision Merchant, South Shields, Durham. *Second Div.* Mar. 5, at 11; Royal-arcade. *Com.* Ellison.

M'Kay, Thomas Cuthbert, & John M'Kay, jun., Hosiers, Newcastle-upon-Tyne. *Final Div.* Mar. 5, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Nash, Abraham, Builder, 18 Everett-st., Brunswick-sq. *Div.* Mar. 3, at 12. *Com.* Fonblanque.

Ouston, Robert Carter, Corn, Wine, and Spirit Merchant, Kingston-upon-Hull. *Div.* Mar. 17, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

Owen, John, and John Mathew Gutch, Bankers, Worcester (Farley, Lavender, Owen, & Gutch). *Div.* Mar. 12, at 11.30; Birmingham. *Com.* Balguy.

Palmer, Richard, Plumber and Glazier, 20 St. James's-st., Brighton. *Div.* Mar. 2, at 12; Basinghall-st. *Com.* Evans.

Raynes, James, Ship Owner, Liverpool, and of Cork. *Div.* Mar. 2, at 12; Liverpool. *Com.* Perry.

Reid, James, Tailor, Liverpool. *Div.* Mar. 4, at 11; Liverpool. *Com.* Stevenson.

Rennison, Frank, Merchant, 21 Milk-st., Cheapside, also carrying on the business of a Day-school at 8 Matson-ter., Kingsland-rd. (F. Rennison & Co.) *Div.* Mar. 3, at 12.30; Basinghall-st. *Com.* Fonblanque.

Smith, Tilden, James Hilder, George Scrivens, and Francis Smith,

Bankers, Hastings. To appoint an inspector of the separate estate of Tilden Smith, Feb. 19, at 1.30; Basinghall-st. *Com.* Fane.

TAGG, JOHN JAMES, Innkeeper, Bear-hotel, Reading. *Div.* Mar. 3, at 1; Basinghall-st. *Com.* Goulburn.

TIPPLER, ROBERT, Colonial Broker, 89 Great Tower-st. (Vandervall & Tippler). *Div.* Mar. 3, at 11; Basinghall-st. *Com.* Fonblanque.

TODD, ANTHONY MADDISON, Merchant, 28 Clement's lane, Lombard-st. *Pref. Dbt.* Feb. 19, at 12; Basinghall-st. *Com.* Holroyd.

WOLSTENCROFT, HENRY SEPTIMUS, Logwood Grinder, Middleton, Lancashire. *Div.* Mar. 4, at 2; Manchester. *Com.* Skirrow.

WOOD, JAMES, Grocer, Wolverhampton. *Div.* Mar. 4, at 11.30; Birmingham. *Com.* Balguy.

WRIGHT, THOMAS, Wine and Spirit Merchant, Wainfleet, Lincolnshire. *Div.* Mar. 17, at 12; Townhall, Kingston-upon-Hull. *Com.* Ayrton.

FRIDAY, *Feb.* 12, 1858.

CRISTALL, WILLIAM, Ship Chandler, 4 Goldsworthy-terr., Lower-road, Rotherhithe. *Last Ex.* Feb. 23, at 2; Basinghall-st. (*By adj.* from Jan. 26.) *Com.* Fonblanque.

ELLEY, CHARLES, Corn Factor, Wakefield. *Div.* Mar. 5, at 11; Commercial-bldgs., Leeds. *Com.* West.

GALLIMORE, WILLIAM, Tanner, late of Fosbrook, Staffordshire, now of Norbury, Derbyshire. *Chce. Assig.* Feb. 23, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

GOTCH, JOHN DAVIS, & THOMAS HENRY GOTCH, Bankers, Kettering and Rowell otherwise Rothwell, Northamptonshire, also of 43 Long-acre. *Last Ex.* Feb. 23, at 12; Basinghall-st. (*By adj.* from Dec. 15.) *Com.* Fonblanque.

HAWTHELL, ALEXANDER, & JOHN M'KEAN, Woollen Merchants, Huddersfield. *Div.* joint est., and sep. est. of each, Mar. 5, at 11; Commercial-bldgs., Leeds. *Com.* Fonblanque.

HILL, DAVID, Cattle Dealer, Edenhall, Cumberland. *Last Ex.* Feb. 25, at 11; Royal-arcade, Newcastle-upon-Tyne. (*By adj.* from Jan. 26.) *Com.* Ellison.

HUTCHINSON, WILLIAM, Stone Merchant, Frant, near Tonbridge Wells. *Last Ex.* Feb. 23, at 1; Basinghall-st. (*By adj.* from Jan. 26.) *Com.* Fonblanque.

KINGSTON, WILLIAM, Linen Draper, 21 Bridge-road, Lambeth. *Div.* Mar. 6, at 11.30; Basinghall-st. *Com.* Goulburn.

LAW, JOSEPH, Boot and Shoe Maker, Halifax. *Div.* Mar. 5, at 11; Commercial-bldgs., Leeds. *Com.* West.

LEWIS, THOMAS, Draper, Nantwich, Cheshire. *Div.* Mar. 5, at 11; Liverpool. *Com.* Stevenson.

LORD, WILLIAM, & THOMAS LUPTON, Cotton Spinners, Shawforth, near Rochdale, Lancashire. *Div.* Mar. 11, at 12; Manchester. *Com.* Skirrow.

MATTHEWS, THOMAS, & JOHN MATTHEWS, Turn Screw Makers, Sheffield. *Div.* Mar. 6, at 10; Council-hall, Sheffield. *Com.* West.

PERRY, THOMAS, Confectioner, 203 High-st., Southwark. *Div.* Mar. 5, at 12; Basinghall-st. *Com.* Evans.

RUTTER, ALEXANDER, Saw Manufacturer, Sheffield. *Div.* Mar. 6, at 10: Council-hall, Sheffield. *Com.* West.

TODD, ANTHONY MADDISON, Merchant, 28 Clement's-lane, Lombard-st. *Div.* Mar. 5, at 12.30; Basinghall-st. *Com.* Holroyd.

TOWERS, SAMUEL, Looking-glass Manufacturer, 21 Pitfield-st., Hoxton. *Div.* Mar. 5, at 12; Basinghall-st. *Com.* Holroyd.

TREDINNICK, RICHARD, Share Broker, Gresham House, Old Broad-st. *Div.* March 6, at 11; Basinghall-st. *Com.* Goulburn.

DIVIDENDS.

TUESDAY, *Feb.* 9, 1858.

BITHELL, THEOPHILUS, Victualler, 9 Riley-st., Bermondsey. First, 2*s.* 7½*d.* *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

BRARE, JOHN, jun., Coal Merchant, Middleton, Northamptonshire, Second, 6*d.* *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

BRIDGES, JOHN, & CHARLES JOHN CARR, Millwrights, Belper, Derbyshire. First, 5*s.* 10*d.* joint est., and 10*s.* sep. est. J. Bridges. *Harris*, Middle-pavement, Nottingham; Feb. 8, or three following Mondays, 11 to 3.

BROWN, CHARLES, Boot, Shoe, and Leather Seller, 26 Edgbaston-st., Birmingham. Div. 9*s.* 4*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

DALTON, LEONARD, Stone Merchant, Old Kent-rd. First, 3*s.* 2*d.* *Lee*, 20 Aldermanbury; Feb. 10, and three subsequent Wednesdays, 11 to 2.

GIBSON, ALFRED, Ship and Insurance Broker, 9 Great St. Helen's. Second, 2½*d.* *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-lane. First, 1*s.* *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

HILL, CHARLES WILLIAM, Anvil Maker, Digbeth, Birmingham. First, 1*s.* 3½*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

JONES, JOHN, Brewer and Corn Merchant, Ledbury, Herefordshire. First, 6*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

JONES, THOMAS, Ale, Beer, and Bottle Merchant, 6 New Broad-st., and 73 Back Church-lane, St. George's-in-the-East. *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

MARGERISON, CHARLES, and ERNEST BENJAMIN FORT, Wine and Spirit Merchants, 7 Savage-gard., Tower-hill. First, 11½*d.* *Graham*, 25 Coleman-st., Feb. 11, and three following Thursdays, 11 to 2.

MARSHALL, JOHN, Merchant, Birchin-lane. Seventh, 2½*d.* *Graham*, 25 Coleman-st.; Feb. 11, and three following Thursdays, 11 to 2.

MOTTRAM, JOHN, Hop Merchant, Shrewsbury. First, 8½*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

NAPIER & HEWITSON, Ship Chandlers, Liverpool. First, 3*s.* *Bird*, 9 South Castle-st., Liverpool; any Monday, 11 to 2.

NASH, ABRAHAM, Builder, 18 Everett-st., Brunswick-sq. First, 2*s.* 3½*d.* *Graham*, 25 Coleman-st.; Feb. 11 and three following Thursdays, 11 to 2.

RICKETTS, JOHN BOURKE, Merchant, Leadenhall-st. Third, 5*s.* 10½*d.* *Graham*, 25 Coleman-st.; Feb. 11 and three subsequent Thursdays, 11 to 2.

ROBERTS, DAVID, Worsted Spinner, Halifax. First, 7*s.* 6*d.* *Young*, 5 Park-row, Leeds; any day, 10 to 1.

ROGERS, EDWARD, Draper, Oswestry, Salop. First, 5*s.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 2.

SUMMERS, JAMES, Wholesale Jeweller, 38 Hatton-garden. First, 1*s.* 3*d.* *Graham*, 25 Coleman-st.; Feb. 11 and three following Thursdays, 11 to 2.

TAYLOR, JOHN, Manufacturer of Fancy Hosiery, Leicester. First, 3*s.* 4*d.* *Harris*, Middle Pavement, Nottingham; Feb. 8, or three following Mondays, 11 to 3.

TENT, WILLIAM, Hosier, 21 Royal Exchange. Second, 1*s.* 2*d.* *Lee*, 20 Aldermanbury; Feb. 10 and three subsequent Wednesdays, 11 to 2.

WOOD, JOHN, Corn Dealer, Ashton-under-Lyne. First, 1*s.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

FRIDAY, *Feb.* 12, 1858.

BOEHM, EDMUND, Esq., deceased, surviving partner of the firm of Boehm & Tayler. Final Div. 1*s.* 6*d.*, at *Banton & Mackrell*, 33 Abchurch-lane; any Thursday or Monday, 12 to 3.

CLAYTON, GEORGE, & GEORGE CROOKES, Grocers, Sheffield. Second, 2*s.* ½*d.*, and first and second, 6*s.* ½*d.* on new proofs. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

CROSTHWAITE, JOHN, Merchant, Liverpool. Fifth and final, 4½*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

DICKINSON, WILLIAM HENRY, Table Knife Manufacturer, Sheffield. First, 2*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

ELLIS, EDWARD, Wine Merchant, Ludgate-hill. Second, 1*s.* 3½*d.* *Lee*, 20 Aldermanbury; on the next four Wednesdays, 11 to 2.

GRIMSHAW, JAMES RICHARD, Master Coal Miner, Pemberton, Lancashire. First, 1*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

LANKESTER, ROBERT HUGH, Enamelled Bag Manufacturer, 31 Bread-st. First, 8½*d.* *Lee*, 20 Aldermanbury; on the next four Wednesdays, 11 to 2.

LONDON AND BIRMINGHAM IRON AND HARDWARE COMPANY (LIMITED). First, 5*s.* *Edwards*, 22 Basinghall-st.; on the next four Wednesdays, 11 to 2.

ROPER, THOMAS, Wholesale Druggist, 6 Falcon-square. First, 3*s.* 8*d.* *Lee*, 20 Aldermanbury; on the next four Wednesdays, 11 to 2.

SAVAGE, WILLIAM, Berlin Wool Dealer, Winchester. First, 2*s.* 10*d.* *Lee*, 20 Aldermanbury; on the next four Wednesdays, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb.* 9, 1858.

BLACKWELL, JOHN, Upholsterer, 36 High-st., Portsmouth. Mar. 4, at 11.30; Basinghall-st.

CONDUIT, WILLIAM, Lace Maker, New Lenton, Notts. Mar. 23, at 10.30. Shirehall, Nottingham.

COOK, WILLIAM, Stone and Marble Mason, Birmingham. Mar. 5, at 10; Birmingham.

DEEKEN, THOMAS SMITH, Upholsterer, 97 & 98 Wardour-st. Mar. 2, at 2; Basinghall-st.

EZEKIEL, PHILIP, General Dealer, 39 Princess-st., Manchester. Mar. 4, at 11; Manchester.

GORDON, ALICE, Ship Owner, Sunderland. Mar. 4, at 11.30; Newcastle-upon-Tyne.

GREEN, JOHN THOMAS, Provision Merchant, 20 Mark-lane. Mar. 4, at 2; Basinghall-st.

HAHN, EDWARD HERMAN, & HERMAN FREYSTADT, Cap Manufacturers, 38 Stamford-st., Blackfriars-rd. Mar. 2, at 12.30; Basinghall-st.

HARRALD, WILLIAM, Butcher, Bury St. Edmunds. Mar. 3, at 1; Basinghall-st.

HAWKINS, JAMES, Licensed Victualler, late of Lee, Kent, now of 29 Rokeby-rd., Deptford, out of business. Mar. 3, at 12; Basinghall-st.

HILL, JEREMIAH, Railway Contractor, Quidhampton, near Salisbury. Mar. 4, at 11; Basinghall-st.

HILLS, WILLIAM, Grocer, 6 Harmer-st., Milton-next-Gravesend. Mar. 3, at 1.30; Basinghall-st.

HUES, WILLIAM, Commission Agent, Warwick. Mar. 5, at 10; Birmingham.

MOON, MARJORY, Child Bed Linen Manufacturer, 61 Green-st., Grosvenor-st. Mar. 3, at 11.30; Basinghall-st.

OWEN, JOHN, & JOHN MATTHEW GUTCH, Bankers, Worcester. Mar. 5, at 11; Birmingham.

QUAYLE, WILLIAM, Ship Broker, Liverpool. Mar. 2, at 11; Liverpool.

ROE, THOMAS, Machine Builder, Nottingham. Mar. 2, at 10.30; Shirehall, Nottingham.

SMITHER, ROBERT, Miller & Farmer, Winchester. Mar. 3, at 2; Basinghall-st.

STEANE, SAMUEL EDWARD, Soap & Blue Manufacturer, Oxford. Mar. 2, at 1; Basinghall-st.

FRIDAY, *Feb.* 12, 1858.

BROWN, JAMES, Innkeeper, Whaley Bridge and Buxton, Derbyshire. Mar. 8, at 12; Manchester.

BRYSON, ALEXANDER, Brewer, Redcar, Yorkshire. Mar. 16, at 12; Leeds.

CHANDLER, THOMAS, Surgeon, 58 Paradise-st., Rotherhithe. Mar. 5, at 1.30; Basinghall-st.

COLLINS, FREDERICK, Pawnbroker, 116 & 117 Drury-lane. Mar. 5, at 12; Basinghall-st.

DUNKERLEY, JOSEPH, Silk Manufacturer, Macclesfield, Cheshire. Mar. 11, at 12; Manchester.

GOBBERY, THOMAS, Iron & Steel Merchant, Sheffield. Mar. 6, at 10; Council-hall, Sheffield.

GULLICK, THOMAS, Victualler, Cross Keys-tavern, Temple-st., Bristol. Mar. 8, at 11; Bristol.

JACOBS, ABRAHAM, JOHN JACOBS, & HENRY JACOBS, Merchants, 14 Crown-st., Finsbury, and at Melbourne, in partnership with Solomon Solomon, on application. of Henry Jacobs. Mar. 8, at 1; Basinghall-st.

LAW, JOSEPH, Boot and Shoe Maker, Halifax. Mar. 5, at 11; Commercial-bldgs., Leeds.

PLATT, JOSEPH SLATER, & HENRY SUTCLIFF, Manufacturers, Manchester. Mar. 5, at 1; Manchester.

SHARP, JOHN BUCKLEY, Worsted Spinner and Paper Merchant, Bingley and Bradford, Yorkshire. Mar. 5, at 11; Commercial-bldgs., Leeds.

SHORLAND, GEORGE LIVERMORE, Ironmonger, 91 Stretford-rd., Hulme, Manchester. Mar. 8, at 12; Manchester.

STARKEY, JOHN, & JOHN FREDERICK ADCOCK, Percussion Cap Makers, Birmingham. Mar. 12, at 10; Birmingham.

WAINMAN, WILLIAM, Joiner & Builder, Sheffield. Mar. 6, at 10; Council-hall, Sheffield.

WALL, GEORGE, Grocer, High-st., Cheltenham. Mar. 9, at 11; Bristol.

WATSON, JONATHAN, Printseller, 7 Vere-st., Marylebone. Mar. 6, at 12; Basinghall-st.

WHITMORE, HENRY, Tailor, Stockport, Cheshire. Mar. 11, at 11; Manchester.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 9, 1858.

BRAILSFORD, WILLIAM, Smallware Dealer, Nottingham. Feb. 2, 3rd class.
CLAYTON, WILLIAM, Wholesale Perfumer, 58 Watling-st., & 16 West Smithfield. Feb. 2, 2nd class.
DOLBY, JOHN MARKILLIE, Chemist & Druggist, Market Rasen, Lincolnshire. Jan. 20, 3rd class.
ELLISON, JOHN, Warehouseman, 56 Bread-st., Cheapside, and 75 Harley-st., Cavendish-sq. Jan. 22, third class; to be suspended for twelve months from Jan. 22.
EVANS, MAURICE, and JOHN WILLIAM HOARE, Export Wine and Bottled Beer Merchants, 29 Great St. Helen's, and Trinity Wharf, Rotherhithe. Feb. 2, second class.
FRANCIS, ALFRED SHUCKFORTH, and GEORGE AUSTEN, Warehousemen, 149 Cheapside. Feb. 4, second class.
GRUNDY, WILLIAM, Laceman, Birmingham. Feb. 8, second class.
JOYCE, MEDBURY, Timber Merchant, St. Neot's, Hunts. Feb. 2, second class.
MARSDEN, ANTHONY, and WILLIAM MARSDEN, Shawl and Mantle Warehousemen, High-st., Islington. Jan. 22, third class; to be suspended for six months from Jan. 22.
MOSS, JOHN, Grocer, Walsall, Staffordshire. Feb. 8, second class.
SLOMAN, JOHN, Merchant, Kingston-upon-Hull. Jan. 20, third class.
SWIFT, WILLIAM PECK, Grocer, Bourn, Lincolnshire. Feb. 2, second class.

FRIDAY, *Feb.* 12, 1858.

BATLEY, RICHARD, Merchant and Coal Owner, Gifford-st., Caledonian-road. Feb. 9, 2nd class.
FOX, GEORGE, Fret Cutter and Moulding Maker, 18 Wells-mews, Well-st., Oxford-st. Feb. 5, 2nd class.
GILSON, THOMAS, Shirt Front and Collar Manufacturer, Manchester. Feb. 5, 3rd class.
HANCOCK, SIR SAMUEL, Knight, Cattle Dealer and Sheep Salesman, Emmetts, near Eden Bridge, Kent; also of 8 Halkin-st. West, Belgrave-sq., Chemist and Druggist. Feb. 6, 1st class.
HINE, HENRY, Laceman, 55 Piccadilly. Feb. 2, 2nd class; to be suspended for twelve months from Feb. 2.
LANKESTER, ROBERT HUGH, Enamelled Bag Manufacturer, 31 Bread-st., Cheapside. Feb. 5, 2nd class; to be suspended for three months.
MOORHOUSE, THOMAS, & JOHN HOOK, Linen Drapers, Halifax. Feb. 8, 3rd class.
PARRY, DANIEL BEST, Whitesmith, Liverpool. Jan. 29, 1st class.
PRICE, JOHN, Licensed Victualler, Liverpool. Jan. 28, 2nd class.
PRICE, MARTHA, Licensed Victualler, Liverpool, Jan. 28, 2nd class; to be suspended for four calendar months.
RUTTER, Alexander, Saw Manufacturer, Sheffield. Feb. 6, 3rd class; to be suspended for two calendar months from Feb. 6.
RHODES, THOMAS BURNS, Druggist, Bradford, Yorkshire. Feb. 8, 3rd class.
SIMES, JOHN, Painter, 34 George-st., Portman-sq. Feb. 2, 2nd class; to be suspended for six months from Feb. 2.
STEVENSON, WILLIAM, Cooper, Sheffield. Feb. 6, 2nd class.
TURNER, THOMAS, & THOMAS TURNER, jun., Cordwainers, Liverpool. Jan. 29, 1st class.
WARD, NATHANIEL, Dealer in Potatoes, 50 Farringdon-market. Feb. 9, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 9, 1858.

ANDREWS, CHARLES, Draper, Reigate, Surrey. Jan. 19. *Trustees*, J. Lowe & I. Fermor, Woollen Drapers, 3 Minories. *Sol.* Brown, 21 Finsbury-pl.
BARRELL, CHARLES, Greengrocer, Sudbury, Suffolk. Jan. 16. *Trustees*, W. Brock, Fishmonger, Sudbury; G. Cardinall, Auctioneer, Sudbury. *Sol.* Ransom, Sudbury.
DEXTER, JOHN, Victualler, Willoughby, Warwickshire. Jan. 25. *Trustees*, T. Abbotts, Wine and Spirit Merchant, Daventry, Northamptonshire; J. Bambury, Grocer, Braunston, Northamptonshire. Creditors to execute before Mar. 26. *Sol.* Roche, Daventry.
GARRETT, WILLIAM BAX, Saddler and Harness Maker, Sittingbourne, Kent. Feb. 4. *Trustees*, J. Tyler, Stone Merchant, Sittingbourne; C. Cinch, Victualler, Sittingbourne. *Sol.* Tassell, Faversham.
HERON, CHARLES, Draper and Tea Dealer, Redruth, Cornwall. Feb. 4. *Trustees*, A. MacKeand, Draper, Redruth. Creditors to execute before Aug. 4. *Sol.* Downing, Redruth.
JAFFRAY, WILLIAM, Ship and Insurance Broker, Great St. Helen's. Jan. 12. *Trustees*, W. Strang, Merchant, 116 Fenchurch-st.; J. A. W. Harper, of Lloyd's. *Sol.* Horn, 7 St. Martin's-pl., Trafalgar-sq.
MIDGLEY, ADAM, Grocer, Kirkburton, Yorkshire. Jan. 27. *Trustees*, J. Kenyon, Manufacturer, Dogley-lane, Kirkburton; A. Oldroyd, Grocer, Huddersfield; J. Denham, Draper, Huddersfield. *Sol.* Clough, Huddersfield.
MITTELL, HENRY, Grocer, Burgate-st., Canterbury. Jan. 30. *Trustees*, W. Bryon, Provision Merchant, St. Mary-at-Hill. Creditors to execute before Mar. 31. *Sol.* Carr, 25 Rood-lane.
OATS, WILLIAM, & WILLIAM DENT, Dyers, Leeds. Jan. 30. *Trustees*, G. Meggison, Bank Cashier, Leeds; W. Varley, Drysalter, Leeds; J. Smith, Builder, Leeds. Creditors to execute before Mar. 31. *Sol.* North, Leeds.
OLDFIELD, GEORGE, HAMOR OLDFIELD, & ENOCH OLDFIELD, Stone Merchants, Netherton, Yorkshire. Jan. 16. *Trustees*, A. Oldroyd, Grocer, W. C. North, Corn Miller, J. Denham, Draper, and G. T. Wright, Tea Dealer, all of Huddersfield. *Sol.* Clough, Market-st., Huddersfield.
PILTON, WILLIAM HENRY, Brick Merchant, Belvidere-rd., Lambeth. Feb. 3. *Trustee*, W. Lee, Lime Merchant, Upper Ground-st., Blackfriars. Creditors to execute before May 4. *Sols.* J. & G. Barnard, 14 York-rd., Lambeth.
REEKS, JOHN, & JOHN BUNT, Plumbers, Wimborne Minster, Dorset. Feb. 2. *Trustee*, J. Long, Merchant, Southampton. Creditors to execute before Mar. 3. *Sol.* Freeman, Wimborne Minster.
SMITH, RICHARD, Farrier, Farnham, Surrey. Jan. 12. *Trustees*, C. Attfield, Corndealer; J. Barrett, Brewer, both of Farnham. *Sols.* Hollest & Mason, Farnham.
TANTUM, WILLIAM, Tobacconist, Nottingham. Jan. 20. *Trustee*, W. Marriott, Agent, Nottingham. Creditors to execute before April 21. *Sol.* Cowley, Low Pavement, Nottingham.
USHERWOOD, STEPHEN, Wheelwright, Horsmonden, Kent. Feb. 3. *Trustees*, W. Lawrence, Horsmonden; T. Cheeseman, Farmer, Horsmonden. Creditors to execute before May 4. *Sol.* Hinds, Goodhurst.
VINING, ELIZA STADEN, Widow, lately carrying on business as a Grocer, St. Ives, Cornwall. Feb. 1. *Trustee*, T. Young, Grocer, St. Ives. *Sol.* Hichens, St. Ives.
WEIR, ROBERT HENRY, Merchant, Newport, Monmouthshire. Jan. 13. *Trustees*, J. L. Hadley & J. Hadley, Flour Merchants, Gloucester; J. Clarke, Corn Merchant, Newport. *Sol.* Cathcart, Newport.

FRIDAY, *Feb.* 12, 1858.

BELL, WILLIAM, Boot and Shoe Dealer, Castle-st., Brecon. Jan. 27. *Trustees*, T. Waterman, Tyndale-villa, Cotham-road, Bristol; L. Waterman, Tyndale-villa, Boot and Shoe Manufacturers, Quay-st., Bristol. *Sols.* Thomas & Banks, Brecon.
CLEGG, EDMUND, Flannel Manufacturer, Littlewood-st., Rochdale, Lancashire, and of Rakewood-mills, near Rochdale. Jan. 25. *Trustees*, R. T. Heape, Woolstapler, Rochdale; J. Howard, Woolstapler, Rochdale; J. Milne, jun., Agent, Rochdale. *Sols.* Woods & Jackson, Rochdale.
COLLICK, AGNES RACHEL HANNAH, Widow, Wholesale Druggist, 139 Upper Thames-st. Feb. 3. *Trustees*, J. Noakes, Surgeon, Newhaven; W. Simpson, Surgeon, Bradmore House, Hammersmith; for the private creditors of A. R. H. Collick; the trade creditors have agreed to accept a composition of 6*s.* 8*d.* *Sol.* Richards, 18 Margaret-st., Cavendish-sq.
COUBINS, THOMAS, Fruiterer, Brighton. Jan. 15. *Trustees*, J. Bell, Covent-garden; J. J. Draper & W. Y. Draper, Covent-garden. Creditors to execute before April 16. *Sol.* May, 63 Gracechurch-st.
CRABTREE, WILLIAM HENRY, Wholesale & Retail Grocer, Preston and Garstang, Lancashire. Feb. 8. *Trustees*, E. Harrison, Tallow Chandler, Preston; S. Smith, Tallow Chandler, Preston. *Sol.* Ambler, Preston.
EDWARDS, THOMAS, sen., Tailor, Derby. Feb. 3. *Trustees*, G. German, Mercer Derby; J. Fox, Woollen Manufacturer, Huddersfield. Creditors to execute on or before April 3. *Sol.* Shaw, Wardwick, Derby.
GLEDHILL, CALEB, Draper, Chesterfield, Derbyshire (Caleb Gledhill & Co.) Jan. 20. *Trustees*, J. Gledhill, Dealer in Hats & Caps, Salford; S. Hunt, Pawnbroker, Manchester. Indenture lies at the offices of Hunt & Son, Public Accountants, 94 King-st., Manchester.
QUELCH, WILLIAM, Hosier, 8 Stamford-ter., Church-st., Camberwell. Jan. 13. *Trustee*, H. Acraman, Draper, 2 Brunswick-pl., Old Kent-rd. *Sol.* Paxon, 8 New Boswell-ct., Carey-st.
SHARPE, MARTIN, Draper, Leicester. Feb. 1. *Trustees*, G. Holford & C. Jones, Accountants, Leicester. *Sol.* Hawker, Leicester.
TAYLOR, JAMES, Licensed Victualler, Leicester. Feb. 1. *Trustee*, W. N. Waldram, Wine and Spirit Merchant, Leicester. Creditors to execute on or before May 1. *Sol.* Spooner, Horsefair-st., Leicester.
THORNHILL, JOHN, Awl-blade Manufacturer, Sheffield. Feb. 6. *Trustees*, C. Speight, File Manufacturer, Sheffield; J. Slack, Gent., Sheffield; T. Chambers, Banker's Clerk, Sheffield. Creditors to execute before April 7. *Sols.* Bramley & Gainsford, Sheffield.
WILSON, MARTIN, Woollen Draper, Harrogate. Jan. 15. *Trustees*, T. Harrison, jun., Esq., Arlington House, near Knaresborough; W. Kelsall, Cloth Merchant, Leeds; J. Howell, Silk Mercer, St. Paul's-church-yard. Creditor to execute before April 15. *Sol.* Robinson, Harrogate.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 9, 1858.

BERKELEY, Hon. CRAVEN FITZHARDINGE, Esq., Great Abshot House, Southampton (who died in June, 1855). Re The estate of Hon. Craven Fitzhardinge Berkeley, M. R. *Last Day for Proof*, Mar. 5.
CURGENVEN, SAMUEL STEART, Naval Storekeeper, Trincomalie, Ceylon (who died in Mar. 1837). Curgenven *v.* Curgenven, V. C. Stuart. *Last Day for Proof*, Mar. 3.
FOWKES, SAMUEL, Redditch, Worcestershire (who died in July, 1816). Lachford *v.* Fowkes, V. C. Stuart. *Last Day for Proof*, Mar. 6.
HOWORTH, SARAH, Spinster, Newland-cottage, Rastrick, Yorkshire (who died in June, 1846). Howorth *v.* Tolson, Tolson *v.* Howorth, V. C. Stuart. *Last Day for Proof*, Mar. 8.
M'GREGOR, RALPH, Master Mariner and Ship Owner, Sunderland (who died in May, 1844). Re The estate of Ralph M'Gregor, Martin *v.* Brown, M. R. *Last day for Proof*, Mar. 4.
SMITH, EDMUND, Contractor, Vale-cottage, Woolwich, Kent (who died on Oct. 6, 1857). Gray *v.* Smith, V. C. Wood. *Last day for Proof*, Mar. 1.
TAFT, HENRY, Builder, Southam, Warwickshire (who died in Oct., 1857). Ledbrooke *v.* Thomason, V. C. Kindersley. *Last Day for Proof*, Mar. 4.
WRIGHT, MARY, Widow, Braughing, Herts (who died in June, 1854). Re The estate of Mary Wright, Wright *v.* Waldock, V. C. Stuart. *Last Day for Proof*, Mar. 15.

FRIDAY, *Feb.* 12, 1858.

DANIELS, JAMES, Brewer, Kent (who died in April, 1857). Re Daniels, Holden, jun. *v.* Holden, sen., V. C. Stuart. *Last day for Proof*, Mar. 4.
DEPREE, CHARLES THOMAS, Esq., Langley Marish, Bucks (who died in December, 1837). Griffiths *v.* Bedborough, V. C. Stuart. *Last Day for Proof*, Mar. 10.
EVANS, CHARLES, Commander of the steam-ship "Valetta," in the Peninsular and Oriental Company's service (who died in November, 1855). Re Evans' estate, Beatson *v.* Evans, V. C. Wood. *Last Day for Proof*, June 14.
HALL, HENRY JOHN, Commander in the Royal Navy, Blackheath-terr., Blackheath, Kent (who died in January, 1857). Re Hall's estate, Wright *v.* Hall, M. R. *Last day for Proof*, Mar. 8.
PAIN, JOHN BROOKS, Gent., 1 Eversholt-st., Oakley-sq. (who died in January, 1847). Pain *v.* Pain, V. C. Stuart. *Last Day for Proof*, Mar. 19.
WHITELEY, CHARLES, Gent., Halifax (who died in August, 1857). Whiteley *v.* Whiteley, V. C. Wood. *Last day for Proof*, Mar. 3.
WILLISFORD, ELIZABETH MAY, Widow, Brompton, Middlesex (who died in August, 1850). Duncan *v.* Shuter, M. R. *Last Day for Proof*, Mar. 12.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 9, 1858.

UNLIMITED, IN CHANCERY.

HOME COUNTIES AND GENERAL LIFE ASSURANCE COMPANY.—V. C. Kindersley will, at his chambers, on Feb. 22, at 1, appoint an Official Manager.
MERIONETHSHIRE SLATE AND SLAB COMPANY.—Master Richards purposes, on Feb. 13, at 2, to make a call of 3*l.* 10*s.* 6*d.* per share, on all the contributories of the Company settled on the list.

LIMITED, IN BANKRUPTCY.

CULCHOTH COPPER MINING COMPANY.—A petition was presented, on Jan. 28, to the Court of Bankruptcy in London, by certain shareholders, for

the winding-up of this Company, which will be heard before Mr. Commissioner Evans, on Feb. 16, at 10.30.

FRIDAY, *Feb.* 12, 1858.

UNLIMITED, IN CHANCERY.

SOUTH ESSEX GAS LIGHT AND COKE COMPANY.—V. C. Wood, on Feb. 3, appointed George Broom, 35 Coleman-st., to be the Official Liquidator.

LIMITED, IN BANKRUPTCY.

FURNISHING IRONMONGERY AND HARDWARE COMPANY (LIMITED).—This Company was, on Feb. 5, ordered to be wound up, and on the same day E. W. Edwards, Official Assignee, 29 Basinghall-st., was duly appointed Official Liquidator.

Scotch Sequestrations.

TUESDAY, *Feb.* 9, 1858.

ALLAN, JAMES, sometime Spirit Dealer in Glasgow, now Farmer at Law Farm, New Kilpatrick, Dumbartonshire. Feb. 15, at 12; Black Bull-hotel, Kirkintilloch. *Seq.* Feb. 2.

ALLARDYCE, JAMES, Farmer, Stoneyfield, Drumblane, Aberdeenshire. Feb. 16, at 12; Gordon Arms-inn, Huntly. *Seq.* Feb. 5.

DUNN, JAMES, Contractor, Gasswater, Auchinleck, Ayrshire. Feb. 15, at 12; Black Bull-inn, Cumnock. *Seq.* Feb. 4.

FRANCE, ARCHIBALD, Smith, Stirling. Feb. 17. at 12; Golden Lion-hotel, Stirling. *Seq.* Feb. 4.

FYFE, WILLIAM HOLBORN, Ironmonger, Greenock. Feb. 13, at 1; White Hart-inn, Greenock. *Seq.* Feb. 4.

MACKINNACK, ROBERT, Merchant, Elgin. Feb. 17, at 11; Gordon Arms-hotel, Elgin. *Seq.* Feb. 4.

MARSHALL, JAMES, lately Farmer, Welltree, Dunbarney, Perthshire. Feb. 12, at 2; Solicitors' Library, County-bldgs., Perth. *Seq.* Feb. 4.

MARSHALL, JOHN DALLAS, Esq., deceased, Master in the Royal Navy, Boxton and Bowtrees, Stirlingshire. Feb. 16, at 2; Dowells & Lyon's-rooms, 18 George-st., Edinburgh. *Seq.* Feb. 4.

OPROWER, LEWIS EDWARD (L. E. Oprower & Co.), Picture Frame Manufacturer, Holmhead-st., Glasgow. Feb. 12, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 4.

ORR, WILLIAM, Calenderer, Glasgow. Feb. 12, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 4.

PEACOCK, THOMAS REID, Contractor, Dundee. Feb. 16, at 12; British-hotel, Dundee. *Seq.* Feb. 5.

PERRATT, JOHN, Leather Merchant, Port-Glasgow. Feb. 11, at 12; Argyle-inn, Port-Glasgow. *Seq.* Jan. 29.

FRIDAY, *Feb.* 12, 1858.

BLACKWOOD, ROBERT, Worsted Spinner, Kilmarnock, deceased, one of the Partners of the Company of R. & J. Blackwood, Worsted Spinners, Kilmarnock. Feb. 22, at 1; Black Bull-hotel, Portland-st., Kilmarnock. *Seq.* Feb. 10.

FINLAY, WALTER, Cattle Salesman, 236 Duke-st., Glasgow. Feb. 19, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 9.

HOOD, JOHN, residing at 90 Bellgrove-st., & WILLIAM HOOD, residing at 42 Candleriggs-st (John Hood & Son), Patent Muslin Clippers and Manufacturers, sometime at 5 Graham-sq., Gallowgate-st., thereafter at 2 Craigneestock-st., Calton. Feb. 18, at 1; Wallace's-tavern, 10 Garthland-st., Glasgow. *Seq.* Feb. 6.

HUTTON, WILLIAM, Wood Merchant, South Gray's Close, Edinburgh. Feb. 18, at 2; Kennedy's Ship Hotel, East Register-st., Edinburgh. *Seq.* Feb. 8.

JACKSON, JOHN, Paper Maker, Leslie Paper Mills, Markinch. Feb. 17, at 1; Tontine-hotel, Cupar-Fife. *Seq.* Feb. 8.

RUSSELL, JAMES, Flesher, Kirkintilloch. Feb. 19, at 12; Black Bull-inn, Kirkintilloch. *Seq.* Feb. 5.

SWIFT, Mrs. MARY, Prince's-st., Helensburgh. Feb. 22, at 11; Tontine-hotel, Helensburgh. *Seq.* Feb. 9.

WATSON, JAMES, Ironmonger, Greenock. Feb. 19, at 1; White Hart-inn, Cathcart-st., Greenock. *Seq.* Feb. 9.

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THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 20, 1858.

LORD ST. LEONARDS' CONTRIBUTIONS TO LAW AMENDMENT.

Lord St. Leonards has reintroduced his Trustee Relief Bill of last session. With one or two curious exceptions, it is substantially, and indeed almost verbally, the same as the old Bill. We have seen no reason to alter the opinion that we expressed when the measure was first proposed. That trustees have a real grievance to complain of in the severity of the rules by which the Court of Chancery judges their conduct, is undeniable; and we should be glad if some relief could be given, whether by Lord St. Leonards' Bill, or in any form more likely to prove efficient. But, however just the principle of the measure may be, the enactments by which it is proposed to work it out are open to much question. The general scheme of the Bill is, to leave the duties of trustees exactly as they now are, but in certain mitigated cases to relieve honest trustees, who may have committed an inadvertent breach of trust, from the consequences of their default. This applies to some of the express duties imposed by the instrument creating the trust, as well as to the general obligations as to getting-in and investing trust funds, and the like, which the Court of Chancery has long held to be binding on trustees. There is something rather anomalous in this way of treating the subject. It would be better to say definitely what should constitute a breach of trust than to enact that a certain class of breaches of trust shall not be followed by any retribution. Observe, for instance, how unsatisfactory is the proposed mode of dealing with the very common case, where a trustee has not thought it worth while to sue upon a bond or enforce some other legal obligation on behalf of the trust estate. What Lord St. Leonards proposes is, that unless a testator has given specific directions that a particular debt, on bond or personal security, shall be got in, or unless a specific requisition be made on the trustee or executor by the cestuis que trust, the trustee or executor shall not be liable for having omitted to sue for the debt, subject, however, to a proviso which applies only to the case where a change of circumstances has occurred since the testator's death.

We think that such a clause would be very dangerous. Trustees might allow an estate to be altogether lost by neglecting to get in outstanding obligations, and however careless they may have been, there would be no redress for their cestuis que trust even though they might all be infants incapable of urging the trustees to more vigorous action. The proviso does not seem to avert such risks, for it merely enacts that a trustee shall not be protected if, after the death of the testator, such a change of circumstances shall come to his knowledge as in the opinion of a court of equity would render it the duty of a trustee to call in the money. It might very well happen that the estate was outstanding up to the testator's death on personal securities of the most hazardous description. One by one the debtors might become insolvent, without any previous change of circumstances to bring the case within the terms of the proviso. The money would be lost, and the trustee would not be liable. This can scarcely be what Lord St. Leonards intended his Bill to effect. Then, again, the limitation of the proviso would really be nugatory. If a change of circumstances of any kind came to the knowlege of a trustee, he might be quite sure that a court of equity would consider it a sufficient ground for holding that it imposed on the trustee the duty of calling in the money. At present courts of equity consider this duty to attach to a trustee as a matter of course. The clause would prevent their acting on this principle, unless there were a change of circumstances; but it contains nothing to alter the general doctrine of the court, which would still remain in force in every case where the jurisdiction was not absolutely taken away. We doubt if the proposed clause would at all improve the position of trustees. It would certainly endanger the interests of cestuis que trust, especially if they were minors, and would leave the trustee for whose protection it is devised exposed to an uncertain, in place of a well understood liability.

Another extraordinary clause is that which protects trustees in certain cases where they have acted on the opinion of any of the conveyancing counsel of the Court of Chancery. The whole world seems to be in a conspiracy to shower unlooked-for emoluments on the heads of these six fortunate gentlemen. Only a short time ago the Chancellor threw his shield over the privileged class, and stifled a complaint of an excessive overcharge. Then comes the Land Transfer Bill, by which it is proposed to give them a monopoly of all the conveyancing of the country; and last of all, Lord St. Leonards would practically compel trustees to take the opinion of one of these quasi officials in preference to that of any other counsel whom he may have been in the habit of consulting. There is no necessity for introducing any new privileges and restrictions into the profession of the law, and it is certainly rather hard to drive clients to advisers so costly as the conveyancing counsel of the Court, when they may be perfectly well satisfied with other less expensive guidance. The clause, as it stood in the Bill of last year, proposed to confer the power of sanctioning the proceedings of trustees on any Queen's counsel, who, rightly or wrongly, might give them his approval. The same authority is transferred by the present Bill to the conveyancing counsel. We objected to the principle of the first proposal, and we object still more strongly to the new one, because it carries out the same principle to a greater length. We have the greatest respect for the learning of silk gowns and the wisdom of the conveyancing counsel of the Court, but we protest against conferring on them judicial powers without the appliances by which actual judges are assisted in their decisions. An opinion on a case may be very useful in its place, but it is not the judgment of a Court, and it would be very dangerous to give it that effect.

There is one other most objectionable clause in Lord St. Leonards' Bill, relating to the common trustee indemnity clauses. It is proposed that every instrument creating a trust shall be deemed to contain a clause in the terms set out in the Bill, which are those of the common indemnity clauses that find their way into most wills and settlements. We thought that this kind of legislation had been abandoned by universal consent. To enact that an instrument shall be deemed to contain a variety of things which it does not contain, or that a draftsman who uses the words of column A. shall be taken to mean the words of column B., is one of the clumsiest ways in

which general maxims of law can be smuggled into operation. If it is meant that trustees shall not be liable for certain specified acts or omissions, the rational course is, to pass an enactment to that effect, and not to say that such a provision shall be imagined to exist in instruments which do not contain it. We can scarcely suppose that the object of the clause was anything so petty as the saving of half-a-dozen lines in a will, but it is really difficult to account for it on any other principle. In truth, the rules of the court do already almost, if not quite, all that this clause is intended to effect, and there is very little occasion for any legislation on the subject.

The Bill will probably undergo the ordeal of a select committee, and we shall be very glad if it shall turn out to be practicable to put it in a shape which will give substantial relief to honest and reasonably careful trustees, without exposing their cestuis que trust to any serious risk. But the difficulties of detail which Lord St. Leonards has not altogether succeeded in surmounting may prove not much less troublesome to other law reformers.

BANKRUPTCY AND INSOLVENCY.

It is gratifying to observe the amicable rivalry of learned lords in advancing the great object of law amendment. Lord Brougham, we suppose, intends shortly to depart southwards, and, therefore, he must necessarily be prompt in launching the various legislative experiments which, if ever they are to reach port at all, must be piloted by some other hand. Lord Brougham reforms the law somewhat in the same way as certain commissioners in bankruptcy have been described in one of his speeches as administering it. There is duty to be done in some rude northern town, and a congenial residence in the metropolis, and it is whispered that the course of justice is sometimes inconveniently accelerated, in order that the judge may be borne back to his penates by the express train. It would be unfair to assume that gentlemen who thus reconcile business and convenience are not possessed with a strong sense of responsibility, and an earnest desire to discharge their functions worthily; and we believe, also, that Lord Brougham has a genuine conviction of the necessity of a reform in the bankrupt law, and that he would not knowingly delay its progress out of regard for his own health or pleasure. Still, if we resided in one of the great manufacturing towns, and felt keenly interested in the administration of justice amongst its traders, we certainly should prefer the appointment of a bankruptcy commissioner who was willing to make his home at the centre of his judicial duties. In just the same spirit we should look for a real reformer of the law. The exertions of Lord Brougham are great, and at his age surprising, and well worthy of his country's gratitude; but we do not anticipate that the deep-seated dissatisfaction of the commercial classes at the results of our bankrupt law is likely to be removed by the intermittent energy of volunteers.

Probably the work can be done by nobody but Government, and there is very small reason to expect that Government will attempt to do it. It is true that a Bill —a very little Bill—is being prepared by the Board of Trade, and the gist of it seems to be, that voluntary arrangements are to be facilitated. The mercantile public have exhibited a determination to keep out of a court, of which the abuses have become intolerable; and the Government declares that it is unprepared to reform this court, and can only offer to reduce its interference to a minimum, or to dispense with it altogether. Between the Chancellor, who is in no hurry to begin, and Lord Brougham, who is in a hurry to finish the amendment of this branch of jurisprudence, it appears that the abuses of the courts of bankruptcy will still furnish materials for speech-making at many future Social Science Conferences. Meanwhile, the habit of dispensing with the assistance of any tribunal will grow confirmed among the commercial classes; and if ever the existing courts should be reformed, the improvement will come too late to win back business which has passed into another channel. The experience of the last three months proves that this change is rapidly taking place. Wherever there has appeared a reasonable prospect of a dividend, the unerring instinct of the commercial mind has taught the creditors by all means to prevent the Court of Bankruptcy from laying a finger upon the property. But where there has been very gross fraud, and the aspect of the debtor's affairs is nearly desperate; where it is felt, in fact, that even the intervention of the bankruptcy officials can scarcely render the position of the estate more hopeless than it is already; in such a case the creditor may feel that, as his money is gone, he had best content himself with revenge. An appeal to the court cannot imperil the realization of non-existent assets, but it may secure the exposure of flagrant commercial immorality, and possibly the infliction of some sort of trifling penalty. It must be owned that the chances against this latter result are heavy. After the patriotic sacrifice of whatever prospect there may have been of dividend, and the expenditure besides of a good deal of time and trouble, the opposing creditor may bring his case before a commissioner who happens just then to be in the vein for complimenting bankrupts, or if the commissioner be strict, the Lords Justices, or one of them, may be lenient. Estates are wasted, and rogues escape deserved punishment. These, we fear, are becoming in the eyes of commercial men the leading features of the courts of bankruptcy, and it is obvious that the character thus acquired may endure, as is seen in the instance of the Court of Chancery, even after the abuses in which it originated shall have been removed. But if the business of these tribunals, instead of growing with the enlarged trade of the country is to decrease, one consequence must be that a large field of practice, formerly available to the solicitor, will be gradually diminished and destroyed. By the badness of the law the lawyers are compelling the commercial public to do without their aid, and there is no small danger that the lesson will be so thoroughly learned as to be long remembered and very extensively applied. We are far from contending—as some professed friends of the solicitor would be logically bound to do—that the bankruptcy courts are to be maintained, and business forced into them, for the simple profit of the profession. But we cannot but regret that able men should be too busy, and weak men too timid, to work in these tribunals a thorough and genuine reform, which might, before it is too late, win back for them the confidence of the country, and reassert the dominion of the lawyers over a rich and fertile province, now rapidly passing under another sway.

Lord Brougham said, in the House of Lords, that his name is on the back of many Bills, which the Chancellor, entering into the joke, declined to accept or endorse hastily. An ill-natured jester might pursue the idea a little further, and remark that these numerous Bills have something very like a fictitious character. We can compare the magnificence of Lord Brougham in dealing with the consolidated fund to nothing else than the liberality of novelists who dispense, by their heroes' hands, purses of gold where ordinary mortals would be satisfied to give half-crowns. To play at pensioning commissioners out of the exchequer is quite a harmless amusement; and if it be not a very exalted one, we may fairly remember that Lord Brougham in his time has rendered many great public services, and if he is now passing his remaining years agreeably, the nation can desire nothing more. The Chancellor of the Exchequer we are sure will not suffer his calculations for the budget to be disturbed by the fear of having to take up any of Lord Brougham's Bills; nor will the insolvency commissioners embrace too credulously the delightful prospect of being secured in the enjoyment for life of their present salaries, subject only to the performance

of the single duty of filling up and signing, at regular intervals, receipts in proper form for the amounts due to them after deducting income-tax. And if any bankruptcy officials should chance to find themselves abolished by a clause in one of Lord Brougham's Bills without retired allowances equal to their full salaries, we would venture to advise them to give way to no unnecessary alarm, and not hastily to reduce their establishments, give notice to quit their houses, or advertise their furniture for sale by auction. All this pensioning judges and officers, and pulling down and setting up tribunals, is mere castle-building in the air—a form of fictitious composition, not very poetical or beautiful, but exercising agreeably the faculties of the author, and of those who share his tastes.

It seems scarcely necessary to expend time in discussing Bills which are mere heads for speeches on the expediency of certain reforms, and not well-digested measures for putting those reforms in practice. Neither shall we enlarge upon the curious inconsistency of these bills, one of which transfers the insolvency jurisdiction to the commissioners in bankruptcy, while the other proposes, as we understand, to supersede these latter, and entrust their functions to the judges of the county courts. We know that by the help of a select committee the two Bills may be reconciled with each other, and with any Bill that any other amateur or the Government chooses to bring in. The Bills no doubt have a certain value as affirming principles of great importance, which, however, are scarcely disputed, although they may wait long before the opportunity and the capacity to carry them into effect shall be combined in harmonious action.

Legal News.

BRIEFS STOLEN FROM THE CHANCERY OFFICES.

A few days ago some back sheets of briefs were picked up in the New River, and handed over by the person who found them to one of the solicitors whose names appeared on the torn sheets. This gentleman kindly distributed the various fragments according to the indorsements. All these briefs seem to have been stolen from the registrar's office.

There can be no doubt that briefs may readily be stolen, and very little that they are to a large extent stolen from the pigeonholes at the registrar's office. The insides are sold for waste paper, and the back sheets destroyed. Two of the firms, the remains of whose papers have been thus discovered, have made an application to the solicitor of the Suitors' Fee Fund, to advise them what they should do in order to get steps taken for the better custody of papers at the registrar's and accountant general's. The name and address of the gentleman who distributed the papers has unfortunately been lost, and they are anxious to investigate the matter further. If this should meet his eye, and he will communicate with the editor of *The Solicitor's Journal*, they will be obliged.

PROFESSIONAL EDUCATION AT THE UNIVERSITIES.

An article in the *Saturday Review* of the 13th inst., under this title, contains the following passage:—

Whatever may be said of medical students, may also be said of solicitors. If legal instruction—not in technical law, but in jurisprudence, in constitutional law, and in legal history—were provided, it would be of the greatest advantage to solicitors if they resided between the age of eighteen and twenty at one of the universities. But when we speak of them going to either university, we must acknowledge that they would find it rather difficult to go to Oxford, because at Oxford every student must live within the walls of a college, and there is no room for more students at the good colleges. The position of a student in an inferior college at Oxford is so very much below that of a student at Trinity or St. John's, Cambridge—he has so much fewer advantages of tuition, and so inferior a set of companions—that we cannot suppose any one would really go to reside at such a college, when the same, or even less money, would enable him to become a member of Trinity, Cambridge. The private halls at Oxford are necessarily a failure. Unless the proprietors charge highly, they do not answer; and if they charge highly the student had much better go to a college. We have spoken of Oxford in reference to the medical profession, and not of Cambridge, because it is to the head of an Oxford college that the gentlemen of whom we have spoken address their remarks; but really while residence within a college is exacted at Oxford, it is idle to talk of medical students or solicitors going there. So long as a student is unbiassed by any thoughts of the easiest place at which to get a scholarship or fellowship—so long as he merely asks where he can best, for two years, spend £150 or £200 a-year—the newer colleges at Oxford, which alone would take him, could not for a moment hold comparison with Trinity, Cambridge. Of course, if the teaching at Oxford was greatly superior, that might turn the scale, but there is no reason to suppose that this will be the case except occasionally and accidentally; and if the quality of the teaching is equally good, the university where the highest colleges permit members to reside without their walls must always offer the greatest attraction. Unless the Oxford medical reformers effect an alteration in this respect, the end of all their efforts will be to send medical students to Cambridge.

In the Bankruptcy Court, on the 12th instant, the Great Northern Railway Company were permitted to prove for £60,000 against the estate of Leopold Redpath. The company have paid all the creditors, with the exception of the brokers, 20*s.* in the pound. By this arrangement the company will obtain restitution to the amount of some £25,000 or £30,000 for its losses of £200,000.

Lord Ellenborough, in his speech on Indian affairs in the House of Lords on the 11th inst., used the following words:—"The Government will, at the same time, be compelled, by the unanimous clamour of the attorneys throughout the country, who are more interested than any other persons in the country in what is called a reform of Parliament, by the press which they influence, and other parties, to bring in this Reform Bill."

The sittings for London after Hilary Term, in the Queen's Bench, commenced on the 13th inst. The cause list contained 120 entries, of which 52 were remanets from previous sittings. There were more than 30 cases marked for special juries, including three which arise out of the prosecution of the directors of the Royal British Bank.

The Queen has granted to Robert Pipon Marett, Esq., the office and place of Advocate-General of the Island of Jersey, in the room of John Hammond, Esq., appointed Bailiff of that Island.

Recent Decisions in Chancery.

Reputed Wife—Presumption of Advancement.

Soar v. *Foster*, 6 W. R. 265.

The invalidity of a marriage between a man and his deceased wife's sister was, a short time since, judicially considered in the case of *Brook* v. *Brook* (6 W. R. 110). The present case dealt with certain equitable rights and presumptions supposed to attach in such a case to the character of reputed wife.

We may observe in passing that it was assumed as perfectly clear that the description by a testator A. of his reputed wife as his wife, and by his own name, was a perfectly good designation to enable her to take under the will. That point, indeed, had been decided in *Pratt* v. *Mathew* (4 W. R. 419), and could not have been otherwise held without repudiating the broad principle applicable to all questions as to the sufficiency of descriptions, namely, that anything which clearly indicates the person intended is sufficient.

The argument in *Soar* v. *Foster* was on another point. It is a well-known rule of courts of equity, that if A. makes a purchase with his own money, but in the name of B., or of B. jointly with himself, B. will be a mere trustee for A. A recognised exception to this rule is, where the purchase is by a father in the name of his son, in which case the primâ facie presumption is, that it was intended as an advancement for the son. This doctrine has been extended beyond the actual relation of father and son to cases in which one person may have put himself in loco parentis to another, and assumed the duties of a parent. Thus the presumption reaches the case of an illegitimate son, who has been acknowledged and treated as a son by his reputed father.

In *Soar* v. *Foster* an attempt was made to extend the same doctrine to a reputed wife, who had been acknowledged as a wife. It was said that the doctrine of advancement applied to wives no less than to sons, and that if extended to reputed

children, it ought in like manner to be extended to reputed wives. *Wood*, V. C., rejected this view, mainly on two grounds, of which one was, that there was no authority for such a presumption in favour of a reputed wife, the law having hitherto confined the doctrine to children and persons towards whom parental duties had been assumed.

Another ground suggested was, that the doctrine of advancement had no application even to an actual wife. The principle of the case mainly relied on (*Kingdon* v. *Bridges*, 2 Vern. 67) was, that the wife could not be a trustee for her husband—not that the ordinary presumption of a trust was rebutted by the counter presumption of advancement. The point, however, actually decided was merely that no presumption of advancement arises in favour of a reputed wife whom the husband knew that he could not legally marry. Whether the rule might be different in the case of a marriage really supposed to be good, but ultimately discovered to be void, is still an open question.

Statute of Limitations—Acknowledgment by Payment.

Whitley v. *Lowe*, 6 W. R. 236.

This case, though abounding in complicated facts, involved only one short point of law. A suit was instituted to take partnership accounts and a receiver appointed. The receiver, with the acquiescence of the defendant, paid over to the plaintiff all the moneys he got in, and the suit was not further prosecuted. In a new suit, relating in part to the same matters, it was contended that these payments by the receiver took the whole debt, whatever it might be, due from the defendant to the plaintiff, in respect to the partnership, out of the Statute of Limitations. The Master of the Rolls held that this was not so.

Mortmain.

Denton v. *Lord John Manners*, 6 W. R. 238.

The testator in this cause bequeathed his residuary personalty to Lord John Manners, or the secretary for the time being of the association for buying impropriate tithes and re-vesting them in the Church of England, and directed that the mixed personalty should be applied to debts and specific and other legacies, and the pure personalty to the charitable purpose. The gift, in fact, was in the proper form for enabling a charity to take if it could take at all. The evidence showed that the object of the society was simply the purchase of impropriate tithes and their restoration to the Church. If they took the money they could only use it in buying hereditaments, and the bequest was accordingly held to be void under the Mortmain Act. There was another point in the case founded on a rather vague clause, which the association had got inserted into a recent Act of Parliament, with the idea of enabling them to take bequests, but this proved to be ineffectual, and the Tithe Redemption Trust is consequently incapable of taking any gift by will.

Practice—Dismissal of Bill for want of Prosecution—Voluntary Answer—Time for filing Interrogatories.

Bentley v. *Mercer*, 6 W. R. 265; *Denis* v. *Rochussen*, *Ib.*

By the 27th section of the 15 & 16 Vict. c. 86, and the 29th of the General Orders of 7th August, 1852, a defendant not required to answer, and who has not answered, may move to dismiss the bill, after three months from appearance, unless a motion for decree, or the cause, shall have been in the meantime set down to be heard. These General Orders, where they are found to be in conflict with previous orders, of course overrule them; but the 29th Order of 7th August, 1852, is the only order of that date which relates to the dismissal of a bill for want of prosecution, and, therefore, all other cases of want of diligence in prosecuting a writ remain subject to the rules laid down in the 16th Order of 8th May, 1845. By the 37th article of the last-mentioned Order, the plaintiff (unless he has leave to amend) must either file his replication, or set down the cause to be heard on bill and answer, within four weeks after the last answer is deemed or found to be sufficient; or, otherwise, any defendant may move to dismiss the bill for want of prosecution. By the 22nd article of the same Order, if the plaintiff do not file exceptions within six weeks after the filing of an answer, such answer is to be deemed sufficient. It will be observed, that none of these clauses provide for the case of a voluntary answer; while the Order of the 7th August, 1852, appears in terms to exclude it. In *Bentley* v. *Mercer*, however, *Wood*, V. C., appears to have considered it as a casus omissus in that Order; as it never could have been intended that there should be no way of putting an end to an unprosecuted suit, merely because the defendant had volunteered an answer. But, though there may be doubt as to the regularity, under the last-mentioned of the General Orders, of a dismissal of the plaintiff's bill, after the lapse of three months from the defendant's appearance, there can be little, if any, doubt that, under the 37th article of the 16th Order of 8th May, 1845, the defendant may move to dismiss, within four weeks after he has filed his voluntary answer, upon the principle that a voluntary answer is like an infant's, or the Attorney-General's, answer—deemed sufficient the moment it is filed, and is, therefore, not liable to exceptions. To avoid, however, any question that might be raised as to the plaintiff's right to except to a voluntary answer, in such a case the safer course, and one that admits of no possibility of question, is for the defendant to wait for the expiration of the six weeks prescribed by the 22nd article, after which period any answer, whether put in voluntarily or not, is to be deemed sufficient, unless the plaintiff has excepted; and in four weeks subsequent to the expiration of the six weeks, under article 37, if the plaintiff has not excepted or set down the cause, the defendant would be clearly entitled to move to dismiss the plaintiff's bill. It is obvious that, in most cases, where a voluntary answer has been put in, this will be as expeditious a course as a motion under the 29th Order of 7th August, 1852, while it is certainly a much safer one, in the event of there being a motion to discharge for irregularity the order so obtained.

In *Denis* v. *Rochussen*, a question also arose as to the effect of a voluntary answer, subsequently to which the bill was re-amended. After the filing of the voluntary answer, and the re-amendment, the plaintiff filed interrogatories for the first time, and the defendant refused to answer them on the ground that the time for filing interrogatories had passed before they were filed. *Wood*, V. C., decided in favour of this objection, on the ground that neither the filing of a voluntary answer, nor the subsequent amendment of the plaintiff's bill, gave him as of right any extension of time for filing interrogatories. In this case, even if there were not the objection of lapse of time as to the amended bill, it would still be a question whether the defendant was bound to answer the allegations contained in the original bill, inasmuch as if the plaintiff had required an answer to the original bill, and the defendant had filed one which had not been excepted to, the plaintiff would not be at liberty to except to the answer to the amended bill, upon a ground which would have applied equally to the original bill (see *Ovey* v. *Leighton*, 2 Sim. & Stu. 235); and, therefore, upon the principle that a voluntary answer is a sufficient answer, the plaintiff in this case, even if he had not been barred by the lapse of the period prescribed for the delivery of the interrogatories, could not have excepted to the answer to the amended bill, even though the defendant refused to answer the matters contained in the original bill.

Leases and Sales of Settled Estates Act, s. 38—Practising Solicitor.

Turner v. *Turner*, 6 W. R. 273.

The construction of the 38th section of this Act, according to the opinion of *Kindersley*, V. C., and, it was said also, of the other Vice-Chancellors, required that the commissioner appointed to examine a married woman, for the purposes of the Act, should be a solicitor actually in practice, and taking out his certificate in this country (see 2 S. J. 239).

In this case, however, the Lord Chancellor made an order appointing a gentleman described as a barrister and attorney-at-law, residing at Quebec, a commissioner under this section to examine a married woman.

Practice—Transfer of Unclaimed Stock under 56 Geo. 3, c. 60.

Re Bishton, 6 W. R. 289.

When stock has been transferred to the Commissioners for the Reduction of the National Debt, under the provisions of the above Act, in consequence of the dividends not having been claimed for ten years, it is not a matter of course to order a re-transfer to a person who subsequently makes out a good legal title to it, but where the Court sees any room to entertain a question as to the beneficial ownership, the usual practice is to send it to chambers, with a direction to inquire who is entitled, and with liberty to state special circumstances. This was the order made in *Re Bishton*, where the claim was by the administrator of the survivor of two persons in whose names the stock had stood.

Cases at Common Law specially Interesting to Attorneys.

Articled Clerk—Service under Unstamped Articles.

Ex parte Williams, 6 W. R., B. C., 254.

The name of this gentleman has become, in a manner, identified with applications to rectify mistakes, as to stamping and

enrolling articles, by virtue of the 3rd section of the 19 & 20 Vict. c. 81, which allows the stamp to be affixed by permission of the Treasury, although more than six months shall have expired from the date of their execution. The last time we heard of him was in May, 1857,* when *Coleridge*, J., directed the Master to allow the applicant to count his service from the date of the execution of his articles (when these should be produced duly stamped), notwithstanding the rule which allows service on articles stamped, under such circumstances, to count only, unless by leave of the Court, from the time of their enrolment. It afterwards turned out, however, that this order was made by *Coleridge*, J., without any affidavit of the applicant as to the circumstances of the case; but the application was now renewed before *Crompton*, J., on a proper affidavit, and again granted. It is much to be hoped that no further obstacle may intervene between Mr. Williams and the object of his persevering efforts.

SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1856 —NEW GENERAL RULE, H. T. 1858—PRACTICE.

Matthews v. *Marsland*, 6 W. R., Exch., 254; *Healey* v. *Johns*, Id., Q. B., 261.

In the first of these cases, proceedings against the defendant as acceptor of a bill of exchange, drawn on the firm of S. & Co., had been taken under the Summary Procedure Act (18 & 19 Vict. c. 67) The defendant had applied to *Martin*, B., for leave to appear to the writ and defend the action, on the ground that the bill in question had not been accepted by the drawees or by any person on their behalf. Now, leave to appear may be granted under the 2nd section of that Act, not only when the sum endorsed on the writ is paid into court by the applicant; or where affidavits are made, which disclose to the satisfaction of the judge a legal or equitable defence, or facts which would make it incumbent on the holder to prove consideration;—but also where *other* facts are disclosed, which "the judge may deem sufficient to support the application." And the vagueness of this last provision, appears to have given rise to some diversity of practice at the judges' chambers. In the case under discussion, the application for leave to defend could only be supported on this general ground,—it being urged by the defendant that as the debt for which the bill sued on was given, had been incurred by the firm of S. & Co. before he came into it, he did not consider himself personally liable, and that such his belief was a sufficient reason why he should be allowed to defend the action. In this view *Martin*, B., acquiesced, as he thought that any point of this nature insisted on by a defendant constituted a defence which he was entitled to rely upon; inasmuch as the Act had been intended only, to meet the case of actions on bills of exchange to which there were no *bonâ fide* defences, but merely pleas placed on the record for the purpose of delaying the progress of the suit towards judgment and execution. On a subsequent application, however, on the part of the plaintiff, to *Bramwell*, B., it is presumed that affidavits alleging facts not previously disclosed were produced, for the order made by *Martin*, B., giving the defendant leave to appear, was rescinded; and the present application was to set aside this last order. The Court of Exchequer supported *Martin*, B., as against *Bramwell*, B.; and would not listen to the argument that, according to *Nicholls* v. *Diamond* (9 Exch. 154), and *Owen* v. *Van Uster* (10 C. B. 318), the defendant was personally liable upon his acceptance of a bill, drawn on the firm of which he was a member. "That might be so," observed *Pollock*, C. B., "but the party has a right to the opinion of a court of error if he pleases."

The case of *Healey* v. *Johns* is another recent decision upon the practice under this statute, though of less general interest, as it turned only upon its connection with the Small Debts Act for the city of London (15 & 16 Vict. c. lxxvii). By the Bills of Exchange Act, a fixed sum may be endorsed on the writ of summons for costs; which, if the defendant fail to obtain leave to appear, and to enter an appearance accordingly, may be recovered by the plaintiff as part of the judgment. And two scales of fixed costs have been accordingly settled; one having reference to bills or notes above £20, and the other to those which are under that amount. In the County Court Amendment Act of 1856, there is a provision (19 & 20 Vict. c. 108, s. 4), the effect of which is, that this sum for costs in default of appearance, can only be recovered (notwithstanding the Bills of Exchange Act) in cases where the plaintiff was entitled to sue in the superior court instead of the county court for the district, without peril to his right to costs. But neither this last, nor any of the preceding Acts regulating the district county courts, applies to what is in effect the county court for the city of London, viz., the Sheriff's Court holding pleas under the Small Debts Act above-mentioned. Hence, since the Bills of Exchange Act, there has been no reason why the plaintiff should be deterred from suing in the superior court under that statute, by the circumstance that both he and the defendant, on a bill or note under £20, reside or carry on business within the city of London. This was, in effect, decided, without even calling on the counsel for the plaintiff to address the Court, in *Healey* v. *Johns;* and the Court, it is apprehended, could have come to no other decision. Still, it could scarcely have been intended by the legislature that a plaintiff, on one and the same cause of action, should be enabled to sue and recover costs in a superior court by taking out a writ under the Bills of Exchange Act, 1856, wherens he would recover no costs thereon if he took out a writ under the Common Law Procedure Act, 1852; and yet such a result may follow in a case where the defendant obtains leave to defend the action, and enters an appearance accordingly. For, by virtue of the new general rule of H. T. 1858, the plaintiff may now insert in his declaration, after a writ sued out under 18 & 19 Vict. c. 67, a count for the consideration of the bill or note under £20; and in case of his succeeding on the issue raised thereon, he will, it is apprehended, on the grounds urged in *Healey* v. *Johns*, be entitled to his costs, though, if he had declared on a writ issued under the Common Law Procedure Act, 1852, he would have no costs by virtue of 15 & 16 Vict. c. lxxvii. s. 119.

The new general rule above-mentioned was printed in our fifty-eighth number,* and some explanation of it may be desirable. It will be observed that it alters the rule of M. T., 1855, which prohibited any other claim than a claim on the bill or note itself, to be included in the declaration after a writ of summons, issued under 18 & 19 Vict. c. 67, to which the defendant has sought and obtained permission to appear,—so far as to allow the plaintiff to include a count upon the consideration (if any) between himself and the defendant for the bill or note, and to deliver a particular of demand accordingly. This is a great improvement, and one which will be calculated to bring the statute into still more frequent use than heretofore. Before its introduction, a plaintiff was sometimes deterred from having recourse to the statute, because he knew that, if leave to appear and defend were obtained, he would be in a worse position, as to his pleading, than if he had sued out an ordinary writ. Then, he might have inserted in his declaration a count on the bill or note given, as well as one for the consideration, on the principle that the debt and the security were different contracts (see the former rules, H. T., 4 Will. 4, the principle of which is still acted on); and it might well happen that he would be able to establish his cause of action with respect to the one, though he might fail with regard to the other. For example, suppose that A. supplied goods to B. to the value of £50, and that B. paid for these goods by drawing a bill on C., and endorsing it to A. If this bill were dishonoured, then A. in suing B. would, before the recent alteration, have had to take it into his consideration whether there might not be facts in the case which would afford ground for B. to obtain leave to appear and defend, and to remember that, in such an event, the declaration could only be framed on the bill, and that he might possibly fail in the proof of the notice of dishonour, or of some other fact necessary to the success of his action. It was, we apprehend, to remove from the path of the plaintiff, difficulties of this nature, and to avoid the necessity of discontinuing actions already commenced, in order to substitute an ordinary writ of summons, that the general rule, read in Court 30th January, 1858, was framed.

PRACTICE—INTERROGATORIES UNDER 17 & 18 VICT. c. 125.

Robson v. *Crawley & Cook*, 6 W. R., Exch., 260.

This case lays down an important rule of practice, with regard to the interrogatories authorised by the Common Law Procedure Act, 1854, viz., that they will not be *settled* by a judge or the Court, though a slight defect in them may be amended; if they are drawn too wide, they will be rejected altogether. In the case under discussion, a list of eighteen interrogatories was delivered by the plaintiff to the defendant Crawley (who was sued on a bill of exchange, purporting to have been accepted by both of the defendants, and who had pleaded that it had been accepted by his co-defendant in their joint names without authority), requiring from him information upon a variety of transactions, more or less connected with a partnership, alleged by the plaintiff to have existed between

* See vol. i. p. 479; see also *id.* p. 271.

* *Sup.* p. 283.

the two defendants. Many of these questions were clearly inadmissible, according to the principle of *Edwards* v. *Wakefield* (6 Ell. & Bl. 462), prohibitory of fishing interrogatories, or, at all events, according to that recognised in the previous case of *Whateley* v. *Crowter* (5 Ell. & Bl. 713), confining the questions to such as, before the statute, a court of equity would have compelled the party interrogated to answer in a bill for discovery. The admissibility of these faulty interrogatories, came before the Court in the form of a rule, to rescind an order of *Bramwell*, B., who had rejected them altogether; and the Court, in refusing to interfere with his decision, said that to present a list of questions, and call on the Court, or a judge, to select the proper ones, was a practice which would not be tolerated. It was a sufficient objection to it, as *Martin*, B., shrewdly remarked, that the party who produces interrogatories which are so cut down "generally gets far more than he ought."

Amendment of Writ of Summons since the Common Law Procedure Act, 1852.

Clarke v. *Smith*, 6 W. R., Exch., 260.

It is a very general notion that the Common Law Procedure Act, 1852, has had the uniform effect of facilitating amendments. In one particular, at all events, this is not so, if the testimony of Mr. Baron *Channell* is to be taken as correct. The application, in the case under discussion, was to allow the date of a writ of summons to be changed from the day on which it was actually sued out, to a prior date. The Barons all held this could not be done; but *Channell*, B., added that, *before* the late statute such alterations were frequently made, but not since. It is apprehended, however, that this is not so; for neither before or since the statute would the courts have allowed any alteration in the writ to be made which was not consistent with truth. On the other hand, they have often allowed an amendment in the writ, of a mistake in the date as well as other particulars, which had crept in from inadvertence or misapprehension—at all events, where the object was to save the Statute of Limitations. The power of the Court in this respect, both over the writ itself and over the copy served, was thoroughly discussed in the Queen's Bench since the Common Law Procedure Act, 1852, in the case of *Cornish* v. *Hockin* (1 Ell. & Bl. 602). See, also, the cases collected in *Wood* v. *Hume* (4 D. & L. 139), *in notis*. And the result seems to be, that any amendment of the writ or copy may be made on equitable terms, which is consistent with the actual facts, and tends to determine in the existing suit the real question in controversy between the parties.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 9th instant.

A letter was read from Mr. Hemsley, suggesting that deposits at auctions should be paid into a bank, instead of being left, as at present, in the hands of the auctioneer.

The secretary reported that the Council of the Incorporated Law Society had in 1854 issued a circular, recommending the adoption by the profession of a condition of sale, requiring that all deposits be paid to the auctioneer, who should, after the sale, pay the same into a bank, to be named by the vendor in the conditions of sale, in the joint names, and subject to the joint order, of the vendor and purchaser, or their nominees, and at the vendor's risk.

A letter was read from Mr. Moss, of Hull, containing observations on the proposed scale of criminal costs, suggesting the omission of certain charges of a formal character, and that full discretionary power should be lodged in the court or taxing officer to make allowances fairly remunerative for the labour and responsibility actually involved, and pointing out that the appointment of the "examiners of criminal accounts" by the Treasury was not authorised by the statute 14 & 15 Vict. c. 55.

The committee resolved that the subject, with Mr. Moss's letter, be referred to Mr. W. H. Palmer, who had revised the scale.

A communication was read from Messrs. Tyndal & Johnson, of Birmingham, in reply to the circular of the association, of the 15th December, upon Registration of Title, to the effect that, in the opinion of the writers, some change in the existing system of transferring land is necessary; but that reform should be directed to shortening the periods of limitation and rendering a thirty years' title valid. The plan proposed by the commissioners was stated to be objectionable, because it would convert all legal estates in land (except the registered one) into equitable interests attaching on the purchase money; and because the expense of the plan, involving, as it would, a machinery of registries and registrars, would counterbalance its benefits. It was suggested, however, that the profession should accede to a partial establishment of the registry, as recommended in section 91 of the report, because "registration" had become a fixed idea in the public mind, as the favourite remedy for the evils of the present system of land transfer; and, although registration of title might turn out to be as delusive and objectionable as registration of assurances, yet it was desirable that the matter should be brought to a practical test. Ireland was suggested as the place where, by reason of the number of Parliamentary titles, and the existence of accurate maps, the experiment might be tried with advantages not attainable in England.

A letter was read from Mr. Beever, of Manchester, in favour generally of the plan of the commissioners.

A communication from Mr. Watson, of Liverpool, was also read, commenting upon the registration scheme, and stating that, in his opinion, the profession should not either support, or, as a body, oppose it.

A reply to the circular of the association, by Mr. Day, of Lincoln's-inn-fields, was also read, suggesting certain modifications in the plan for the consideration of the committee.

Mr. Wasbrough, hon. sec. to the Bristol Law Society, communicated a resolution of the committee of that society, expressing the readiness of the society to consider any Bill that might be brought before Parliament for facilitating the transfer of land, but stating that the practical difficulties appeared to be so great that the committee did not feel themselves in a position to make any particular suggestions till a plan had been reduced into form so as to enable them to judge of it in detail.

Mr. Bromehead, of Lincoln, forwarded a series of resolutions adopted by the Lincolnshire Law Society, in opposition to the scheme of the commissioners. These resolutions have already been published.

The secretary was instructed to continue his analysis of all communications upon this subject.

Printed copies of the following Bills were reported as having been just received, and will be considered at the next meeting of the committee:—

"Transfer of Land." Introduced by the Lord Chancellor.
"Transfer of Estate Simplification." By Lord St. Leonards.
"Trustees Relief." By Lord St. Leonards.
"Imprisonment for Debt Abolition." By Lord Brougham.
"Libel Law Amendment." By Lord Campbell.

Other business in the Agenda was adjourned.

CHANCERY NOTICE TO SOLICITORS.

Drawing up Orders—Reference to Record.

Solicitors are requested, on leaving their papers at the registrars' seats for the purpose of drawing up any orders in causes commenced subsequently to the first day of Michaelmas Term, 1852, to furnish the registrars with the reference to the record required by the General Order of 30th day of November, 1855, either inscribed or stamped by some officer of the court upon any previous document in the cause, or inscribed upon the brief, and authenticated by the official seal of the Record and Writ Clerks' Office; or, in the case of original decrees, verified by the entry in the cause books.

If the cause in which any order may be made was commenced prior to the first day of Michaelmas Term, 1852, the solicitor having the carriage of the order, or his clerk, is requested to indorse on the brief a memorandum or certificate to the following effect; that is to say—"I certify that this cause was commenced previously to the first day of Michaelmas Term, 1852," and to sign the same.

(Signed) H. E. Bicknell, Registrar.

Registrars' Office, Chancery-lane, Feb. 12, 1858.

TRANSFER OF CHANCERY CAUSES.

Order of Court.—*Monday, Feb.* 15, 1858.

Whereas from the present state of the business before the Lord Chancellor and the Master of the Rolls respectively, it is deemed expedient that a portion of the causes set down before the Lord Chancellor to be heard before the Vice-Chancellor Sir William Page Wood, should be transferred to the Master of the Rolls' book of causes for hearing: Now I do hereby order, that

the several causes set forth in the schedule hereunto subjoined, be accordingly transferred from the book of causes of the Vice-Chancellor Sir William Page Wood, to that of the Master of the Rolls. And I do further order, that all causes so to be transferred (although the bills in such causes may have been marked for the Vice-Chancellor Sir William Page Wood, under the Orders of Court of the 5th May, 1837, and notwithstanding any orders therein made by the Vice-Chancellor Sir William Page Wood, or his predecessors) shall hereafter be considered and taken as causes originally marked for the Master of the Rolls, and be subject to the same regulations as all causes marked for the Master of the Rolls are subject to by the same Orders, provided nevertheless that no order made by the Vice-Chancellor Sir William Page Wood, or his predecessors, in any such causes, shall be varied or reversed otherwise than by the Lord Chancellor or the Lords Justices. And this order is to be drawn up by the registrar, and set up in the several offices of this court. (Signed) CRANWORTH, C.

SCHEDULE.

Benson *v.* Sarl (Cause)
Webb *v.* Webb (Mtn. for dec.)
Green *v.* Eastern Counties Railway Co. (Cause)
Powell *v.* Aiken (Cause)
Abbott *v.* Blair (Cause)
Gedye *v.* Duke of Montrose (Cause)
The Cwm Elgia Quarry, Slate, & Slab Co. (limited) *v.* Lee (Mtn. for dec.)
Notley *v.* Izant (Cause)
Earp *v.* Lloyd (Mtn. for dec.)
Whapham *v.* Atkinson (Cause)
Light *v.* Light (Mtn. for dec.)
Featherstonhaugh *v.* Turner (do.)
Lawrenson *v.* Lawrenson (do. & pet.)
Lister *v.* Denton (Mtn. for dec.)
Leake *v.* Taylor (do.)
Rhodes *v.* Pickup (do.)
Payn *v.* Hornby (Cause)
Marriott *v.* Douglass (Mtn. for dec.)
Tootal *v.* Croysdale (Mtn. for dec.)
Hernaman *v.* Buck (Cause)
Harrison *v.* Carruthers (Mtn. for dec.)
Smith *v.* Forshaw (do.)
Birley *v.* Birley (do.)
Pennell *v.* Lamb (do.)
Lane *v.* Tarte (do.)
White *v.* Scott (Mtn. for dec.)
Greaves *v.* Wilson (do.)
Pertwee *v.* Parkes (do.)
Wrout *v.* Dawes (Cause)
Smith *v.* Lewes (Cause)
Craven *v.* Williamson (Mtn. for dec.)
Peace *v.* Cheesebrough (do.)
Whiteaves *v.* Milville (do.)
Latham *v.* Croucher (do.)
Jullion *v.* Hook (Cause)
Swainson *v.* Dennys (Mtn. for dec.)
Murrell *v.* Norton (Cause)
Reid *v.* Reid (Mtn. for dec.)
Dowman *v.* Briggs (Mtn. for dec.)
Grant *v.* Mills (do.)
Petar *v.* Sturgis (Cause)
Smith *v.* Brown (Cause)
Jaquet *v.* Jaquet (do.)
Gedye *v.* Matson (Mtn. for dec.)
Buchanan *v.* Buchanan (do.)
Jones *v.* Morgan (do.)
Salter *v.* Bradshaw (Cause)
Bradshaw *v.* Salter (Cause)
Carnochan *v.* The Norwich & Spalding Railway Co. (Mtn. for dec.)
Gray *v.* Kerr (do.)

(Signed) CRANWORTH, C.

The Master of the Rolls will commence hearing these transferred causes on Monday, Feb. 22, 1858.

(Signed) H. E. BICKNELL, Registrar.

ADMISSION OF SOLICITORS TO THE DEBTORS' PRISON.

Rules passed by the Visiting Justices for regulating the Admission of Solicitors and their registered clerks to the Debtors' Prison for London and Middlesex.

Numerous complaints have been made, as well by professional men as by prisoners in Whitecross-street Debtors' Gaol, that several persons pretending to be attorneys, or clerks and accountants acting in their name, daily intrude themselves into the wards of the prison to canvass for employment, when they frequently receive money from the prisoners and then neglect their business. By these means the profession is brought into discredit, prisoners are defrauded and delayed, and the prison is often disturbed by disputes to which such conduct naturally leads.

To prevent the recurrence of these evils, a large writing and consulting room has been provided for the use of solicitors and their authorised clerks, in which they will be admitted with their clients from 10 to 5 o'clock daily. Accountants assisting solicitors in making up the prisoners' accounts will likewise be admitted to the writing-room by special order from the governor.

All persons, whether professional or otherwise, will in future be prevented from intruding themselves into the wards, on any pretence whatever.

A book, with an alphabetical index, will be kept at the governor's office, in which every certified attorney, intending to practise in the prison, may register his name, and the name of every authorised clerk, for whom he will be responsible, until he shall enter a revocation of the authority in the book.

Every prisoner having professionally employed any attorney so registered shall be at liberty, on leaving the prison, to deliver at the governor's office a written statement of the manner in which his business has been conducted, and, subject to such inquiries as the governor may think proper to institute as to the truth of such statements, he shall, in his discretion, cause them to be docketed and numbered for reference in the register of the attorneys' names.

Neither the governor nor any of the prison officers will, directly or indirectly, recommend any attorney to a prisoner for employment; but the indexed register of attorneys, with the recorded testimonials, will be open to the inspection of every prisoner choosing to see them.

The Commissioners of the Insolvent Debtors' Court will be applied to, to co-operate with the governor in furthering the objects of these arrangements. If any solicitor, or any person acting in his name, shall be suspended or interdicted from practising in the Insolvent Court, or either of the other courts of law or equity, or if he shall misconduct himself in the prison, he shall thereafter be refused access to the attorneys' writing-room, or shall be altogether excluded from the prison, as the governor may think fit.

By order of the Visiting Justices,
(Signed) MEREWETHER.
Guildhall, February 8, 1858.

Correspondence.

DUBLIN—(*From our own Correspondent.*)

THE TRANSFER OF LAND QUESTION.

Since the royal speech at the opening of Parliament gave promise of some measure for facilitating the transfer of land, a great deal of curiosity has naturally been felt as to the nature and scope of the forthcoming Bill. On the one hand, it appeared probable enough that such a measure would be, to a very great extent, founded on the long and carefully considered report of the commission of last year; and a scheme for the registration of title was therefore expected by many of the well-informed on such matters. On the other hand, an opinion prevailed, which was not confined to a few, that the legal profession, and more especially the provincial solicitors, would strongly oppose any plan which, while it increased the expense, without materially adding to the security of titles, would have some tendency to concentrate business in the capital. It was also remarked, that the commissioners, to whose labours we owe the report in question, were not unanimous in their conclusions. Under all these circumstances, the astonishment felt among legal circles was not great, when it was recently announced in both Houses of Parliament, that the registration of title scheme was substantially, for the present at least, abandoned.

The extent and importance of the evils for which a remedy is sought, is now so universally admitted throughout the profession, as elsewhere, that public opinion may be considered, to that extent, unanimous. Three remedies have been pointed out, either of which, if properly applied, would do very much to lessen the expense and delay which so impedes the transfer of land. Registration of assurances is the most obvious of these, and has been proposed longer than any other. To this so many objections of more or less weight are urged, that there seems no chance of its being adopted for a very long period, if at all. Lord St. Leonards has summed up these objections in his recently published "Handy-book" on the law of property (p. 54). Without enlarging on the objections urged by so high an authority, it may not be out of place to remark that in Ireland the general registry of deeds, which has existed for exactly a century and a half, is found to have little effect in simplifying titles, while it undoubtedly adds to the expense of each transaction, and frequently discloses apparent blots on titles, in the shape of old charges, known to have been paid off, although payment can seldom be strictly proved. The only practical and indubitable advantage arising from the general registry of deeds in Ireland, is, that the loss of title deeds is not so serious a misfortune as it otherwise would be. When deeds are lost, the memorials in the Registry Office are found very usefully to supply the place; but with this exception, no decided benefit of any kind is believed to be conferred on titles by the mere registry of deeds.

The second suggested remedy is, of course, the registration of title. Did land resemble stock, in being easily divisible, wholly free from rights of way, easements, and other similar claims, and seldom tied up in settlement beyond a lifetime, the title to it might, perhaps, be registered as easily as is the title to stock. Until, however, our law of property, as well as our entire social system, undergo a revolution, no analogy can be set up, and no partial legislation can supply the deficiency. The plan proposed by the commissioners, in their recent report, must certainly be regarded as a masterly attempt to reconcile conflicting systems, and to simplify what has hitherto defied

simplification. Like all its predecessors, this plan has encountered opposition, and it is to some extent open to the objection (among others) that its promised advantages are deferred, while its alleged disadvantages are immediate in their operation. But to enter into the merits or demerits of the plan were useless, when we find that a manifest distrust of it exists throughout an important branch of the profession, and, moreover, that it has found no favour with the eminent judge who presides in the highest court, and is entrusted with the preparation of all cabinet measures affecting the law.

The third and last remedy is, the transfer of land by judicial authority, after proper inquiry into all the claims affecting it, and with a guaranteed or "parliamentary" title to the transferee. A priori objections may, perhaps, be raised to this expedient, at least as cogent as any that can be brought against the others; and this additional objection certainly stands in the way—that the injury and injustice wrought by the careless administration of such a law would far transcend any defects that might appear in the working of either of the former schemes. An argument, however, of the greatest possible weight here comes into the discussion—one which no ingenuity or prejudice can successfully withstand—one derived from actual experience. In this part of the kingdom, where the laws of real property are the same as in England (except so far as certain peculiarities of tenure render them still more complex), land has, for more than eight years past, been bought, sold, and transferred, to an enormous amount, through the medium of a court conferring an assured or "parliamentary title." The early predictions of mistake and failure which accompanied the passing of the Incumbered Estates Act have been completely falsified; and not a member of either branch of the legal profession in Ireland remains unconvinced of the perfect security to all parties with which these important powers can be, and are, in fact, exercised. Registration of deeds has long been tried in Ireland, and it has failed to fulfil any of those results which many sanguine law reformers still believe would follow were it adopted in England. Transfer of land by judicial assurance has been in full operation for several years. Strongly objected to at first, through vague fears of miscarriage and error, and consequent injury to individuals, it has now almost supplanted the ordinary modes of transfer, and is resorted to on all hands as the only satisfactory remedy for the evils which still beset vendors and purchasers across the Channel. The Government have, moreover, just announced their intention to perpetuate the system in Ireland, and, by extending it to unencumbered estates, to enable all classes of landowners to participate in advantages hitherto open only to such as were liable to mortgages or other charges, which were often fabricated for the purpose.

Under these circumstances, the Lord Chancellor has, in the opinion of the profession here, exercised a wise discretion in introducing a Bill, which seeks to vest similar powers in the judges of the Court of Chancery in England. The system of landed property being the same in both countries, it is generally considered that the principle of the Incumbered Estates Act is as applicable in one part of the kingdom as in another. The remedy proposed, far from being an untried and speculative one, has been long in active operation—has been subject to searching and critical inquiry—has, by its perfect success, overcome all opposition, and possesses a paramount claim to be adopted in England—for the very reason that in Ireland it has been tried, and has not been found wanting.

THE TIPPERARY BANK—COMPROMISE OF CLAIMS AGAINST THE ENGLISH SHAREHOLDERS.

An application was made yesterday on behalf of the official manager of the bank, to accept an offer of £6,500, made on the part of the sixty-five English shareholders, in full satisfaction of all demands on them in their capacity of shareholders. The grounds given for so small a sum being offered were chiefly the very doubtful liability of these shareholders, and the decree heretofore made in their favour, exempting them altogether. Some of the creditors, however, opposed this compromise, obviously with a view to obtaining a larger sum; and it was urged that the proposition to compromise was sufficient proof of the uncertainty felt as to whether the decree referred to would be affirmed on appeal.

Master *Murphy*, in giving his judgment, stated that his own opinion undoubtedly was, that these shareholders were liable for the debts of the bank, notwithstanding that the requirements of the company's deed of settlement had not been complied with. The decision of a higher court had been otherwise, and the opinions of very eminent lawyers here and in England had all been to the effect that they were not contributories. This view of the law he considered rather startling, and tending to shake the foundations of the mercantile system, by absolving from liability persons who were held out to the public as liable. It was his business merely to administer the law as he found it. The English shareholders had acted throughout in a creditable and straightforward manner. They now came forward declaring that they were ready to contest the matter, but that they would pay a certain sum as a compromise of all disputes. As the great body of the creditors appeared adverse to further litigation, he (the Master) would exercise the discretion confided to him, by accepting the proposal, and directing the £6,500 to be lodged in the Bank to the credit of the official manager.

MR. HARRISON AND MR. LEACH, EDITORS OF "SETON'S DECREES."

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I have just read the article on Mr. Braithwaite's work in the last number of your journal.

I cannot but feel much gratified by the very favourable remarks you have been so good as to make on the last edition of "Seton on Decrees," the conjoint work of myself and Mr. W. H. Harrison. As you have only mentioned my own name in connection with it, I feel it but right to say, that, as the general arrangement of the work, and the greater part of the notes of the reported cases, were Mr. Harrison's, it is to him far more than to myself that any credit you may think due to it should belong; and I should be much obliged to you if you would kindly take some notice of this. We are now preparing a much enlarged edition, and should be glad to receive any suggestions for the improvement of it. The materials are so abundant, that the difficulty is to keep the book within the convenient limits of a manual.—I remain, Sir, your obedient servant,

R. H. LEACH.

Registrar's Office, Feb. 17, 1858.

EDUCATION OF SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Your number for the 16th ultimo reports certain suggestions recently made by the Metropolitan and Provincial Law Association to the Incorporated Law Society, comprising (amongst other things) a proposal to examine articled clerks in general subjects, the main object of such examinations being "to exclude from the profession *improper* candidates for admission." Further on, we are told "the committee only wished to suggest the addition of the *English language* to those subjects enumerated in the last annual report of the council, viz., *English history, geography*, the Latin and French languages, *arithmetic*, and *bookkeeping*."

Now, if boys brought up at "commercial academies for young gentlemen"—I had almost said at national schools—are the class from whom it is advisable that our future solicitors should spring, the association has, perhaps, made a judicious selection of subjects, and their plan will probably meet the requirements of the case. But I think most of your readers will agree with me, that this is not the description of persons best fitted to occupy the position of solicitors, a position which demands pre-eminently men possessing the delicacy and refinement of English *gentlemen*. If so, why should not the proposed examinations be made a guarantee that the candidates have received a *gentleman's* education?

I do not ask for any needlessly severe ordeal, or that articled clerks should be obliged to show themselves worthy a wrangler's degree or a chancellor's medal; but I do desire the establishment of an examination which would not be considered beneath the notice of the higher forms at our public schools; and, as I apprehend the great majority of clerks enter upon their duties within a year, at the furthest, of leaving school, such examinations, if undergone before or shortly after the date of articles, would surely be no great hardship.

In the firm belief that such a scheme would greatly conduce to the honour of the profession and the public good, I have ventured to trespass thus far upon your space.—I am, Sir, your obedient servant,

A COUNTRY SOLICITOR.

February 15, 1858.

EXAMINATION QUESTIONS.

To the Editor of THE SOLICITORS' JOURNAL AND REPORTER.

SIR,—Surely the writers of the two letters which appeared in your last number cannot seriously suppose the examiners to be ignorant of the abolition of the writ of subpœna to appear and answer in Chancery.

If so, let me inform them that the two questions referred to

are what are called by us "*catch questions*," and are intended no doubt to draw forth from the articled clerk an account of the substitution of the writ of summons endorsed on the copy bill for the old writ of subpœna. The 5th conveyancing question of last Michaelmas Term was an instance of a "catch question."—Your obedient servant,

Liverpool, Feb. 15, 1858. AN ARTICLED CLERK.

COUNSEL PRACTISING IN SEVERAL COURTS.

To the Editor of THE SOLICITORS' JOURNAL AND REPORTER.

SIR,—The public and the profession alike have reason to complain when a counsel accepts a brief liberally marked, and afterwards fails to appear at the trial when his services are required.

No man can be in two places at once, and therefore it may be granted that a counsel engaged in two cases which happen to be called on at the same time, the one say in the Common Pleas, and the other in the Exchequer, must necessarily neglect one of them; but would the attorney under similar circumstances be held blameless and free from the charge of negligence?

The counsel at the equity bar are now content in numerous instances to restrict themselves to particular courts, and what is the reason that the common law bar cannot or will not adopt a similar rule?

A case in point happened in my own practice last week; and in answer to my client's query, whether the fee or any part of it would be returned, I found much difficulty in explaining to his satisfaction that the fee was an "*honorarium*," and that he was an unreasonable man to expect such a thing.

In these cases the attorney has to endure the grumbling of his client, and is obliged to make the best excuse he can, although he cannot but feel that his client has much substantial reason on his side.

Perhaps by the aid of your powerful journal we may obtain some remedy for the injustice of which I complain.

I enclose my card, and am, Sir, your obedient servant,

G. C.

COURT OF PROBATE—FEE ON TAKING AFFIDAVITS.

[The following letter has been sent to us by Mr. Sharpe, with permission to publish it.—ED. S. J. & R.]

"Her Majesty's Court of Probate,
"Principal Registry, London, E.C.,
"12th February, 1858.

"SIR,—In reply to your letter of yesterday, I beg to acquaint you, the fee to be taken by commissioners on taking affidavits is 1*s.* 6*d.* for each oath, *and they are not entitled to any fee for marking the exhibits.* By the 95th section of the Act, no other fees than those specified in the Rules and Orders are to be taken by the officers of the court, and commissioners for taking oaths in Chancery, being commissioners for taking oaths in the Court of Probate, are officers of the court.

"You will find the fee of 1*s.* 6*d.* in the table annexed to the Rules for Contentious Business, the fees being described as those taken in *court* and contentious business.—Your obedient servant,

"B. T. Sharpe, Esq., Norwich." "EDWARD F. JENNER."

COUNTY COURT COSTS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I shall feel obliged to youself, or any of your readers, for information as to the correct or generally adopted construction of the 33rd section of the last County Court Amendment Act (19 & 20 Vict. c. 108), with reference to the scale on which costs are to be allowed to a plaintiff who sues for more than £20, but recovers less than that sum. In this district the county court judge allows costs on the sum recovered only, whatever may be the amount of the claim; thus, in effect, reading the word "claimed" in this section of the Act as synonymous with "recovered." Having regard to the fact that in section 91 of the 9 & 10 Vict. c. 95, the word "recovered" is used in its ordinary meaning, as distinguished from the word "claimed," this construction appears to do violence to the language. I am not, however, disposed to think it other than an equitable interpretation, if it is reconcileable with the word employed.—I am your obedient servant,

Feb. 17, 1858. LECTOR.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 12.

IMPRISONMENT FOR DEBT.

Lord BROUGHAM called attention to the state of the law respecting imprisonment for debt, including the bankruptcy and insolvency statutes. It was pretty nearly thirty years since he had called the attention of the other House of Parliament to this important subject; more especially as regarded mesne process; and out of the statement he then made sprang two commissions, one respecting the law of real property, having at its head the present Lord Chief Justice of England, the other on common law procedure. From these two commissions had proceeded reports of the greatest moment, which gave rise to various important improvements in the law. But the report to which he wished most particularly to direct attention was the report concerning imprisonment for debt. The commission from which that report emanated consisted of the present Chief Baron, Mr. Justice Wightman, Mr. Evans the commissioner in bankruptcy, and Mr. Starkie, whose loss they had so recently to deplore. These commissioners reported their decided opinion in favour of the abolition of imprisonment for debt not only under mesne process, but even in case of imprisonment under execution on final judgment. Indeed, they gave the preference to the latter, being more clear as to the impolicy of imprisonment after final judgment than in the other case. It would only be necessary to exhibit the working of imprisonment for debt to prove the impolicy of the law. It was a popular error to suppose that imprisonment for debt was part of the ancient common law of the land. Nothing could be more contrary to the fact; and it was not until the reigns of Henries VII. and VIII. that a law was passed, giving the creditor a right to arrest his debtor. In the time of the Stuarts was passed the first Insolvent Act, by which the debtor obtained his liberty when his debt was under £100, and on condition that he enlisted for a soldier; and then came the Lords' Act, passed about a century ago, in which was the first compulsory provision respecting the giving up of property. That Act contained a stringent provision to the effect, that a debtor refusing to give up his property should be transported for seven years. He now came to the time when a regular insolvent court had been established. He found that, at the time when two months' imprisonment was incurred previous to examination, out of 3,945 persons, 2,758 were subsequently discharged on their oaths, without any inquiry; so that all these persons suffered months of incarceration, when there was not a tittle of right for imprisoning them one hour. What was wanted was a sifting examination of the debtor, and an abolition of the absurd distinction between trader and non-trader. In the case of the Insolvent Court, a power existed to imprison debtors. There was no jury in that court; the power to imprison was vested, without any such intermediate power, in the commissioner. Why should not a similar power be extended to the commissioners in bankruptcy? He moved for returns, showing the number of insolvents during the last five years, specifying those among them who were remanded, and those who were discharged.

The LORD CHANCELLOR could not see that non-traders and traders stood precisely in the same position. A trader must necessarily incur debts; they arose in the course of his business, and hence an unfortunate crisis might at any time ruin him. But in the case of a non-trader ruin generally arose from the insolvent incurring debts thoughtlessly, and in many cases even fraudulently. He did not dispute that the procedure might be simplified by bringing the administration in all cases of insolvency before one court; but still that would not obviate the question of principle underlying the different positions of traders and non-traders. Every one knew that at the present day persons went across the Channel to save themselves from imprisonment, and thus defrauded their creditors. It even frequently happened that persons would rather remain in prison than give up their property and take the benefit of the Act. Now, if this were the case, notwithstanding the liability to imprisonment, what would happen if that liability no longer existed?

Lord CAMPBELL was very much concerned to find that the Lord Chancellor gave the sanction of his authority to the continuance of a distinction between traders and non-traders. At present it often happened that those who were declared bankrupts had merely been traders with a view to obtain the advantages of the bankrupt law. He thought it desirable that

the difference between trader and non-trader should be abolished.

The LORD CHANCELLOR explained that in his view the only difference between a trader and non-trader was this, that in the one case the bankrupt must almost necessarily, in the course of his business, incur debts, and therefore in the majority of cases might be an honest man; and in the other case the insolvent was not, generally speaking, obliged to incur debts at all, and hence in many cases turned out to be a person guilty at least of moral fraud.

The returns were then ordered.

Monday, Feb. 15.

COMMISSIONERS OF BANKRUPTCY.—IMPRISONMENT FOR DEBT.

Lord BROUGHAM, in moving for certain returns relative to Commissioners in Bankruptcy, said that complaints were made of the non-residence of some of the commissioners. One commissioner lived in London, although his district was 200 or 300 miles off, alleging that railway communication was so easy that he was able to go from town to attend his court without difficulty and delay. The suitors, however, were not of this opinion, and complained that when the commissioner adjourned the court, in order that he might be able to save the train, they were exposed to great inconvenience by the delay. Complaints were also made that another commissioner, who lived at a considerable distance from his district, crowded into his paper, as the work of three or four hours, the business of as many days. The returns he desired would show what distance the commissioners lived from their courts, and their Lordships would then be able to judge whether that distance was reasonable. He wished to take this opportunity of correcting a misapprehension as to the object of his Bill on the subject of imprisonment for debt. This Bill had been spoken of as if it had been introduced from motives of humanity to the debtor, whereas he had explained that it was the creditor he had wished to assist. It had been his doctrine for thirty years, that the creditor was primâ facie in the right and the debtor primâ facie in the wrong. In all other cases it was to be assumed that a person on his trial was not guilty until he had been proved to be guilty, but in administering the bankruptcy and insolvent law it was absolutely necessary to proceed upon the opposite principle, and to begin, not by proving the debtor to be in the wrong, but by calling upon him to exculpate himself, and to show that his conduct was right and pure. The only question was as to the means by which these principles could best be carried out. His Bill proposed to transfer to the Bankruptcy jurisdiction the duty which was now exercised by the Insolvent Court, because the facts proved that of 4,000 persons imprisoned for one month 7-10ths were discharged without any inquiry whatever, their discharge being unopposed, and 2-10ths were discharged opposed, so that nine in ten of these persons ought never to have been imprisoned at all. This imprisonment was a great grievance to those debtors, for it was proved by the keepers of prisons that, from association with the worst classes of society, they did not leave prison the same as they entered it, and to this cause the prison keepers ascribed a portion of that demoralisation which had lately been complained of among the trading classes of the community. He believed that if the Bankruptcy Court had jurisdiction over these cases, with one addition—viz., the presence of some one on the part of the public to increase the stringency of the examinations, it would be the greatest possible check to fraud that could be devised.

The returns were ordered.

Thursday, Feb. 18.

BANKRUPTCY AND INSOLVENCY REFORM.

Lord BROUGHAM laid on the table a Bill for effecting great and important improvements in the law of bankruptcy and insolvency. The first great evil was the expense of the Court of Bankruptcy; the ground of complaint was the large amount of fees exacted from the suitors. It was an intolerable grievance, that in 1858 they were compelled to pay large sums as compensation to officers who had ceased to exist as officers of the court for a quarter of a century. They were paying no less than £24,000 a year to those gentlemen, whose official existence terminated in 1832. Besides, there was another serious grievance. The Court of Bankruptcy in London exercised jurisdiction over upwards of 3,000,000 of her Majesty's subjects; but there were 29 counties in England in which there was no court of bankruptcy at all; and of those 29 counties some were far distant from the central court, and yet the inhabitants of them must come there to transact their business. Of those 29 important counties, omitting Middlesex, Surrey, Kent, Essex, &c., in the immediate neighbourhood of the metropolis, there were seven counties, with a population of 1,800,000, besides four other counties, and parts of Wiltshire and Dorsetshire, containing a total population of more than 2,000,000, the inhabitants of which had to conduct their bankruptcy business in London, there being no local tribunal for that purpose. This was the case now after the principle of local bankruptcy tribunals had been adopted by the Act of Lord Lyndhurst. Of the places the inhabitants of which had to come to London to transact their bankruptcy affairs he would mention Norwich, which was distant 108 miles; Great Yarmouth, 124 miles; Southampton, 77 miles; and Brighton, 58 miles. A great complaint was now made of the inequality of the business in the district courts. In some of the bankruptcy courts the judges were overworked, while in other courts the judges were underworked. The judge of the County Court at Liverpool had far more work than any man ought to be asked to do, but the two bankruptcy commissioners of Liverpool were, as he was informed, exceedingly underworked, and had much time upon their hands, which could be applied most usefully to the public service. He should propose to make the two bankruptcy commissioners and the County Court judge of Liverpool form one court, and to transfer to the County Court, of which they should be judges, the bankruptcy jurisdiction now possessed by two of them alone. He also proposed to apply the principle generally, and to localize bankruptcy just as insolvency was now localized. That was the main foundation of his Bill—that the bankruptcy jurisdiction should be transferred to the county courts, together with the whole staff of officials now engaged in the district bankruptcy courts. The Bill also gave an option to go before the district judge, or to apply to the central court in London, as might be most expedient, which would depend upon whether most of the creditors resided in London or in the neighbourhood of the bankrupt's place of business. The Bill also gave the bankruptcy commissioners power to imprison for debts incurred by fraud or misconduct. He had added to the Bill abolishing the distinction between the trader and the non-trader a clause to the effect that an officer, to be called an official examiner, should be appointed, whose duty it would be to examine on behalf of the creditor—in the event of the latter not choosing to undertake the task of examination—and to sift and scrutinise the case of every trader or non-trader who should be brought before the court. One of the chief defects of our laws—one, however, which had in a great degree been removed—was, that no adequate punishment had been awarded in those instances in which breaches of trust had been committed. The manner, too, in which the commissioners acted in the granting of the various classes of certificates was extremely inconsistent, and he proposed that the power should be vested in the commissioners of either absolutely granting or refusing a certificate, giving them in the latter case authority to punish by imprisonment. It might be objected that the punishment of imprisonment ought not to be inflicted without trial by jury, but the insolvency commissioners had always exercised that power. There were, also, some provisions in the Bill in reference to the remuneration of official assignees. He introduced the present Bill in the expectation that the Lord Chancellor would shortly propound another, that then both would be considered by a select committee, and out of the two measures one might be framed deserving the sanction of the Legislature.

The LORD CHANCELLOR said, he believed it absolutely necessary to provide some different mode of remunerating the official assignees. At the same time, he thought Lord Brougham rather overstated the case when he spoke of these gentlemen sometimes making as much as £5,000 or £6,000 a-year. The official assignee in the British Bank case certainly did, during the last year, make more than £6,000 of clear income. On the other hand, soon after he took the Great Seal he was beset with applications from official assignees, who complained that they made hardly enough to pay the expenses of their offices. In communication with these gentlemen he proposed that there should be always a *maximum* sum, beyond which their remuneration should not rise, and a *minimum* sum, below which it should not fall. He agreed, also, very much in the remarks of Lord Brougham as to the different classes of certificates given in bankruptcy. At present, the obtaining a first or third class certificate was quite a chance, depending entirely upon the commissioner before whom a bankrupt was obliged to go. Lord Brougham thought the district bankruptcy courts should be abolished and their jurisdiction given to the county court judges. Now, there appeared to him to be grave difficulties in the way of such a change. Four or five years ago this matter was considered by Mr. Glyn, Mr. Walpole, and others, both lawyers and non-

lawyers, who came to the conclusion that, however useful the county court judges might be, and however meritorious in the discharge of their duties, they were eminently ill-calculated for the administrative business in bankruptcy. In insolvency cases there was no such business, but not so in bankruptcy. The charge of proceedings in bankruptcy was from thirty-three to thirty-six per cent. upon the assets realised—an enormous percentage, and one which it must be the great object of legislation to reduce. Still, upwards of sixty per cent. remained to be distributed. Now, an ambulatory judge, who came to a town once a month or so for the transaction of business, would experience great difficulty in investing, securing, and ultimately distributing the money from time to time realised. He would not say that the proposal of Lord Brougham did not point to the best resource which was open to them; but it was not one to which they could look with satisfaction; and along with the commissioners of 1853, he considered it would entail the greatest possible difficulty. The power of imprisoning might perhaps be safely entrusted to the three or four judges who sat in London, where a vigilant public eye watched over their proceedings. Even there, however, it was a matter of great difficulty to allow a number of judges not acting in common to imprison those brought before them at their discretion for any considerable length of time, more particularly when the point to be determined was, whether the persons in question had or had not acted honestly and fairly as traders. The opinions which one man formed on such a subject differed so widely from those which would be formed by another man, that he should look with great apprehension to the exercise of such a power. If all the county court judges were empowered to imprison at their discretion for any considerable length of time persons whom they might consider to have acted without due caution, or improperly, in the conduct of their affairs, he thought serious danger would arise. The bill which had been so long under the consideration of the Board of Trade was completely prepared, and would receive the final approval of Government in the course of a few days, and it would be laid before that or the other House of Parliament without delay.

Earl Powis wished to remind the House of the great inconvenience occasioned in the country from the distance which creditors and other persons concerned in bankruptcy proceedings had frequently to travel from their own residences to the district courts. The inhabitants of the large county of Salop, containing a population of 250,000, were compelled to go to Birmingham in cases of bankruptcy, and the larger portion of the inhabitants of North Wales were obliged to resort to the district court at Liverpool. It was, therefore, not worth the while of small tradesmen to incur the expenses of the journey and the other inconveniences consequent upon the prosecution of cases of bankruptcy. The same inconvenience was experienced by solicitors and other persons who might be connected with cases of this nature. Bankrupts were sensible of their advantage in this respect, and all manner of expedients were resorted to in order to delay the proceedings.

Lord Campbell thought that the bankruptcy law ought to be entirely recast. Mere amendment here and there would not meet the existing anomalies and imperfections.

Lord Wensleydale had been informed by a member of the other house, who was a solicitor resident in Cumberland, that great dissatisfaction existed there amongst mercantile persons, who were obliged to go to Newcastle-on-Tyne to prove their debts.

Lord Stanley of Alderley said, that in cases where the parties were desirous to wind up a bankrupt's affairs voluntarily, provisions were contained in the Government Bill for effecting this object.

The Bill was then read a first time.

HOUSE OF COMMONS.

Friday, Feb. 12.

The Divorce Bill.

Mr. Lygon asked the Attorney-General whether it was the intention of the Government to bring in a Bill to amend the Divorce Act of last session, in reference to affidavits, which, in the opinion of the Judge Ordinary, can only be made before the Court sitting in London.

The Attorney-General said, that there was probably a necessity for some further legislation with regard to affidavits in the Divorce and Probate Courts, and that might be the subject of a substantive measure, but it certainly would not be proposed in the questionable shape of a Bill to amend the Divorce Act.

Monday, Feb. 15.

Proctors' Compensation.

Mr. H. Foley asked the Chancellor of the Exchequer what mode he proposed to adopt for ascertaining the incomes of the proctors and other officers of the Ecclesiastical Courts entitled to compensation under the Act of last session, whether by their own returns for income-tax or otherwise?

The Chancellor of the Exchequer—The Act alluded to only came into operation on the 11th of Jan. last. Since that date the number of claims actually received amounts to sixty; but it is anticipated that the total number of persons who will make claim to compensation under the Act will not be less than 500. Under these circumstances, it has not been possible for the Treasury to arrive at any decision as to the principle on which the claims will be determined. It will be a matter of considerable difficulty, and shall receive from us mature and careful consideration.

Pending Measures of Law Reform.

TRUSTEES RELIEF BILL (H. L.).

Recites that by the rules of equity now in force trustees executors, and administrators, are in many instances held responsible as for breaches of trust in the administration of the trust funds or assets, although they have acted bonâ fide and without any benefit to themselves: and it is expedient that such rules should be modified:—

1. Where a trustee, executor, or administrator acting bonâ fide has nevertheless, in the opinion of a court of equity, committed a breach of trust, and is charged therewith accordingly, and any profit has accrued to the estate in consequence of the same breach of trust, such profit shall be set off against any loss with which he may be charged, to the relief of such trustee, &c., but as between the parties beneficially interested the profit and loss shall be distributed as justice may require.

2. No trustee, &c., making any payment or doing any act bonâ fide upon the footing of any power of attorney shall be liable for the moneys so paid or the act so done, by reason that the person who gave the power was dead at the time of such payment or act, provided that the fact of death was not known to such trustee, &c.; provided, that where the person giving such power has only a life or other limited interest in any trust fund, the person entitled to the fund after the determination of the previous interest shall not be bound by any payment under the power after the determination of such previous interest.

3. Where a trustee, &c.; shall, in investing a fund, have bonâ fide acted upon the written opinion of one of the conveyancing council of the Court of Chancery, given upon a case fairly stated, and shall before such investment have communicated such opinion to all the adult cestuis que trusts (whether under coverture or not), and to the guardians or parents or persons standing *loco parentis* of all the infant cestuis que trusts, and to the committee of the estate of any cestui que trust being a lunatic or person of unsound mind, and such adult cestuis que trusts and other persons aforesaid respectively shall not have objected to such proposed investment, though they had a reasonable time allowed them for that purpose, such trustee, &c., shall not be liable as for a breach of trust in respect of such investment.

4. Where a testator shall not have directed an act to be done, which nevertheless by the rules of equity ought to be done, a trustee, &c., acting bonâ fide shall not be chargeable as for a breach of trust for having omitted to do such act, unless the Court shall be of opinion that there has been crassa negligentia on the part of the trustee, &c., or some or one of the cestuis que trust shall have required him to perform the same; but nothing in this Act contained shall be taken to exempt a trustee, &c., from payment of interest on balances in his hands, where by the rules of equity, as now enforced, he would be liable to payment of such interest.

5. No trustee, &c., who shall have acted bonâ fide in omitting to sue for a debt due and owing to him as such trustee, &c., shall be chargeable as for a breach of trust in respect of such omission where he had reasonable ground for believing that an action or suit for compelling payment of the said debt would not have led to the recovery thereof, or of some substantial part thereof.

6. Where a testator or intestate shall have lent money on a bond or other personal security, and shall not in his lifetime have called in such money, although due, his trustee, &c., shall not be liable for having omitted to sue for the same, unless directed so to do by the will of the person so entitled as aforesaid, or unless required so to do by some of the next of

kin, cestuis que trust, or other persons interested in the money to be recovered: Provided always, that if after the death of the person so entitled as aforesaid there shall have come to the knowledge of such trustee, &c., such a change of circumstances relative to the said money or the security thereof as in the opinion of a court of equity would render it the duty of a trustee, &c., to call in the said money, such trustee, &c., shall not be protected by this Act from the consequences of any subsequent default.

7. Where an executor or administrator, liable as such to the rents, covenants, or agreements contained in any lease or agreement for a lease granted or assigned to the testator or intestate whose estate is being administered, shall have satisfied all such liabilities under the said lease or agreement as may have been claimed up to that time, and shall have set apart a sufficient fund to answer any future claim in respect of any ascertained sum covenanted or agreed by the lessee to be laid out on the property demised or agreed to be demised, although the period for laying out the same may not have arrived, and shall have assigned the lease or agreement to a purchaser, he shall be at liberty to distribute the residuary personal estate amongst the parties entitled thereto, without appropriating any part, or any further part (as the case may be), to meet any future liability under the said lease or agreement; and the executor or administrator so distributing the residuary estate shall not, after having assigned the said lease or agreement, and having, where necessary, set apart such sufficient fund as aforesaid, be personally liable in respect of any subsequent claim under the said lease or agreement; but nothing herein contained shall prejudice the right of the lessor or those claiming under him to follow the assets of the deceased into the hands of the persons amongst whom the same may have been distributed.

8. Where an executor or administrator shall have given such notices as in the opinion of the Court would have been given by the Court of Chancery in an administration suit, for creditors and others to send in their claims, such executor or administrator shall, at the expiration of the time named for sending in such claims, be at liberty to distribute the assets amongst the parties entitled thereto, having regard to the claims of which he has then notice, and shall not be liable for the assets so distributed to any person of whose claim he shall not have had notice at the time of distribution; but nothing herein contained shall prejudice the right of any creditor or claimant to follow the assets into the hands of the persons who may have received the same.

9. Any trustee, executor, or administrator shall be at liberty, without suit, to apply by petition to any judge of Chancery, or by summons upon a written statement to any such judge at chambers, for the opinion, advice, or direction of such judge on any question respecting the management or administration of the trust property or the assets of any testator or intestate, such application to be served upon or the hearing thereof to be attended by all persons interested in such application, or such of them as the said judge shall think expedient; and the trustee, &c., acting upon the opinion, advice, or direction given by the said judge shall be deemed, so far as regards his own responsibility, to have discharged his duty as such trustee, &c., in the subject matter of the said application; provided that this Act shall not indemnify any trustee, &c., in respect of any act done in accordance with such opinion, advice, or direction, if such trustee, &c., shall have been guilty of any fraud or wilful concealment or misrepresentation in obtaining the same; and the costs of such application shall be in the discretion of the judge.

10. No breach of trust or duty shall be protected by this Act where the trustee, &c., shall either directly or indirectly derive from the Act or matter constituting such breach of trust any personal benefit.

11. Every deed, will, or other instrument creating a trust, either expressly or by implication, shall, without prejudice to the clauses actually contained therein, be deemed to contain a clause to the effect following; that is to say, "That the trustees or trustee for the time being of the said deed, will, or other instrument, shall be respectively chargeable only for such moneys, stocks, funds, and securities, as they shall respectively actually receive, notwithstanding their respectively signing any receipt for the sake of conformity, and shall be answerable and accountable only for their own acts, receipts, neglects, or defaults, and not for those of each other, nor for any banker, broker, or other person with whom any trust moneys or securities may be deposited, nor for the insufficiency or deficiency of any stocks, funds, or securities, nor for any other loss, unless the same shall happen through their own wilful default respectively; and also that it shall be lawful for the trustees or trustee for the time being of the said deed, will, or other instrument, to reimburse themselves or himself, or pay or discharge out of the trust premises all expenses incurred in or about the execution of the trusts or powers of the said deed, will, or other instrument;" and the said clause, shall be construed beneficially for trustees.

TRANSFER OF ESTATE SIMPLIFICATION BILL (H. L.)

Recites that it is expedient to simplify the title to real and personal estate, in order to facilitate the transfer thereof upon sales:—

1. In any instrument executed after the —— day of ——, one thousand eight hundred and fifty-eight, the time or event upon which executory devises or bequests, or springing or shifting uses or trusts, or conditional or other future limitations, may be well limited, shall no longer be lives in being and twenty-one years afterwards as a term in gross, but, after lives in being, the term of twenty-one years and the time for gestation shall only be allowed as valid where they have relation to the birth and infancy of any issue to or in favour of whom the land shall be limited or given by the instruments creating such executory devises, bequests, uses, trusts, or limitations.

2. After the first day of June, one thousand eight hundred and fifty-eight, no entry, distress, or action shall be made or brought against any bonâ fide purchaser for valuable consideration, or any person claiming through him, to recover any land or rent, but within twenty years next after the actual conveyance of the land or rent to the purchaser, and the payment by him of the purchase money: Provided that where any such purchaser, at or before the execution of the conveyance to him, or the payment of the purchase money, had actual notice or had reason to believe that the estate or interest of the claimant existed or might become available, this Act shall not afford such a purchaser or any person claiming through him any bar to the claim, but his defence shall remain as it would have stood if this provision had not been inserted in this Act.

3. Provided also, that if at the time when the right of any person to make an entry or distress or bring an action to recover any land or rent shall have first accrued such person shall have been under any of the disabilities hereinafter mentioned (that is to say) infancy, coverture, idiotcy, lunacy, unsoundness of mind, or absence beyond seas, then such person, or the person claiming through him, may, notwithstanding the period of twenty years hereinbefore limited shall have expired, make an entry or distress or bring an action to recover such land or rent at any time within five years next after the time at which the person to whom such right shall have first accrued as aforesaid shall have ceased to be under any such disability, or shall have died, which shall have first happened.

4. Provided nevertheless that no entry, distress, or action shall be made or brought by any person who at the time at which his right to make any entry or distress, or to bring an action to recover any land or rent, shall have first accrued shall be under any of the disabilities hereinbefore mentioned, or by any person claiming through him, but within thirty years next after the time at which such right shall have first accrued, although the person under disability at such time may have remained under one or more of such disabilities during the whole of such thirty years, although the term of five years from the time at which he shall have ceased to be under any such disability or have died shall not have expired.

5. Provided, also, that when any person shall be under any of the disabilities hereinbefore mentioned at the time at which his right to make an entry or distress or to bring an action to recover any land or rent shall have first accrued, and shall depart this life without having ceased to be under any such disability, no time to make an entry or distress, or to bring an action to recover such land or rent, beyond the said period of twenty years next after the right of such person to make an entry or distress or to bring an action to recover such land or rent shall have first accrued, or the said period of five years next after the time at which such person shall have died, shall be allowed by reason of any disability of any other person.

6. In the construction of this Act the right to make an entry or distress or to bring an action to recover any land or rent shall be deemed to have first accrued at such time as hereinafter mentioned; (that is to say,) when the person claiming such land or rent shall claim an estate or interest in possession at the time next hereinafter mentioned, then such right shall be deemed to have first accrued at the time of the execution of the conveyance to a bonâ fide purchaser, and payment by him of his purchase money (whichever of these acts shall last take place); and when the estate or interest claimed at such time as last

aforesaid shall have been an estate or interest in reversion or remainder, or other future estate or interest, then such right shall be deemed to have first accrued at the time at which such estate or interest became an estate or interest in possession.

7. Provided always, that where the estate or interest claimed is an estate or interest in reversion or remainder, or other future estate or interest, and the purchaser claiming under the conveyance to him shall claim to hold discharged therefrom, the person claiming such estate or interest may at any time during the said term of twenty years, maintain a suit in equity for establishing and securing his future estate or interest against the purchaser and all persons claiming through him; and if the right shall be established to the satisfaction of the Court he shall be deemed to be entitled to the estate or interest when it shall fall into possession, but without prejudice to the right of the purchaser, and all persons claiming through him, to such estate or interest as the seller to him was entitled to convey to him.

8. Nothing in this Act contained shall in any case enlarge the time allowed for the making or bringing of an entry, distress, or action, by 3 & 4 Will. 4, c. 27.

9. Sections 20, 21, and 22 of 3 & 4 Will. 4, c. 27, incorporated.

10. No person claiming any land or rent in equity shall, after the said first day of June, one thousand eight hundred and fifty-eight, bring any suit to recover the same against any bonâ fide purchaser for valuable consideration, or any person claiming through him, but within the period during which, by virtue of the provisions hereinbefore contained, he might have made ad entry or distress or brought an action to recover the same respectively, if he had been entitled at law to such estate, interest, or right in or to the same as he shall claim therein in equity.

11. At the determination of the period limited by this Act to any person for making an entry or distress or bringing an action or suit, the right and title of such person to the land or rent for the recovery whereof such entry, distress, action, or suit respectively might have been made or brought within such period shall be extinguished.

12. The preceding provisions shall not extend to the making or bringing of any entry, distress, action, or suit by a spiritual or eleemosynary corporation sole, nor to any action or suit to enforce a right to present to or bestow an ecclesiastical beneficence as the patron thereof.

13. In preceding sections, "land," "rent," "person;" "person through whom another claims;" "beyond seas;" to be interpreted as in 3 and 4 Will. 4, c. 27.

14. No judgment, statute, or recognizance, whether in favour of any person, or of her Majesty, her heirs or successors, nor any liability, charge, or lien of or upon any land, in respect of any debt found due to her Majesty, her heirs or successors, by any inquisition, or in respect of any obligation or specialty to her Majesty, her heirs or successors, or in respect of any acceptance of office, whether registered or not, shall affect any land as to a bonâ fide purchaser for valuable consideration, or a mortgagee (whether before or after this Act, and whether such purchaser or mortgagee have notice or not of any such judgment, statute, or recognizance, charge or lien, obligation or specialty, or acceptance of office), unless a writ or other due process of execution of such judgment or other charge shall have been issued and executed before the execution of the conveyance or mortgage to him and the payment of the purchase or mortgage money by him.

15. No lis pendens shall bind a purchaser for valuable consideration or mortgagee (whether before or after this Act), unless he shall have had actual notice of it before the execution of the conveyance or mortgage to him, and the payment of the purchase or mortgage money by him.

16. No bonâ fide purchaser for valuable consideration or mortgagee (whether before or after this Act) shall be bound in any case by any other than actual notice of any charge, or any other Act, matter, or thing affecting the title to the property purchased or taken in mortgage.

17. So much of the Succession Duty Act, 1853, as charges land in the hands of a bonâ fide purchaser for valuable consideration or mortgagee (whether before or after this Act) with the duty imposed by the Act, or renders him liable to pay the same, or to see to the payment thereof, is hereby repealed; and no such purchaser or mortgagee, or the property purchased by him or mortgaged to him, shall be liable to such duty, nor shall he be bound to see that the same is paid.

18. The bonâ fide payment to and the receipt of any person to whom any purchase or mortgage money shall be payable upon any express or implied trust shall effectually discharge the person paying the same from seeing to the application or being answerable for the misapplication thereof, unless the contrary shall be expressly declared by the instrument creating the trust or security.

19. No seller of land who shall have been in possession under a purchase made by him or some person through whom he derives title for twenty years or upwards before his contract for sale shall be bound to produce a title with a root extending beyond forty years, unless required to do so by the contract for sale, or unless the Court shall be of opinion that there is reason to suppose that some settlement or will prior to that period may have been executed which might prejudicially affect the purchaser's title.

20. Any seller of land, or of any chattels, real or personal, or choses in action, which shall be assigned to a purchaser, or his solicitor or agent, fraudulently concealing any settlement, deed, will, or other instrument, or any incumbrance, from a purchaser, or falsifying any pedigree upon which the title does or may depend, in order to induce him to accept the title offered or produced to him, shall be guilty of a misdemeanour, and being found guilty shall be liable, at the discretion of the Court, to suffer such punishment, by fine or imprisonment, or by both, as the Court shall award, and shall also be liable to an action for damages at the suit of the purchaser, or those claiming under him, for any loss sustained by him or them in consequence of the settlement, deed, will, or other instrument or incumbrance so concealed, or of any claim made by any person under such pedigree, but whose right was concealed by the falsification of such pedigree; and in estimating such damages, where the estate shall be recovered from such purchaser or from those claiming under him, regard shall be had to any expenditure by him or them in improvements on the land.

21. "Land" (except as otherwise provided) shall include all tenements and hereditaments, and any part or share of or estate or interest in any tenements or hereditaments, of what tenure or kind soever. "Mortgage" shall include every instrument by virtue whereof land is in any manner conveyed, assigned, pledged, or charged as security for the repayment of money or money's worth lent, and to be re-conveyed, re-assigned, or re-leased on satisfaction of the debt; and "mortgagee" shall include every person to whom or in whose favour any such conveyance, assignment, pledge, or charge as aforesaid is made.

22. Act shall not extend to Scotland.

Witnesses' Allowances on Criminal Trials.

REGULATIONS BY THE HOME SECRETARY.

Whereas it is expedient to make regulations as to the rates and scales of payment according to which costs, expenses, and compensations shall be allowed and ordered to be paid under the Act of the seventh year of the reign of King George IV., cap. 64, and divers other Acts of Parliament authorising such payments to prosecutors and witnesses, and to persons attending courts in obedience to recognizances or subpœnas in the cases of criminal prosecutions, for their travelling expenses and trouble and loss of time incurred in attending such courts, and also to make regulations as to the rates and scales of payment according to which certificates may be granted by the examining magistrate or magistrates in respect of the travelling expenses of prosecutors, and witnesses for the prosecution and other persons, of attending before such magistrate or magistrates, and of compensation for trouble and loss of time therein in the cases aforesaid: And whereas to the end aforesaid it has become necessary to revoke divers regulations made under the 26th section of the said Act hereinbefore recited: Now I, the Right Honourable Sir George Grey, acting under and in pursuance of a certain Act of Parliament made and passed in a session of Parliament holden in the 14th & 15th years of the reign of her present Majesty, intituled, "An Act to amend the law relating to the expenses of prosecutions, and to make further provision for the apprehension and trial of offenders in certain cases, do revoke, annul, and make void, all rules and regulations made under the said 26th section of the said Act, whereby any costs, expenses, and compensations may be allowed or ordered to be paid to such prosecutors and witnesses, or other persons attending on recognizance or subpœna, for their travelling expenses, trouble, and loss of time in attending before such courts or before such examining magistrate or magistrates, to a larger or greater amount than the allowances

hereinafter authorised to be made in that behalf: and I do make, constitute, and appoint the following rules and regulations to be observed by all courts and magistrates, and the officers and clerks of such courts and magistrates, and by all others whom it may concern, as to the rates and scales of payment of such costs, expenses, and compensation; and I do direct that the same shall take effect and be in force in all places where the same may be capable of taking effect; that is to say—

1. I do make, constitute, and appoint the following rules and regulations as to the rates and scales of payment according to which such certificates may be granted, by such examining magistrate or magistrates, in respect of the travelling expenses of prosecutors, and witnesses for the prosecution, of attending before such magistrate or magistrates, and of compensation for their trouble and loss of time therein in the cases aforesaid; namely:—

	£	s.	d.
There may be allowed to prosecutors or witnesses being members of the profession of the law or of medicine, if resident in the city, borough, parish, town, or place where the examination is taken, or within a distance not exceeding two miles from such place, for their loss of time and trouble in attending to give professional evidence on such examination, but not otherwise, a sum, in the discretion of the magistrate or magistrates, for each attendance not to exceed	0	10	6
If such prosecutor or witness shall reside elsewhere, then a sum for the same not to exceed	1	1	0
And for mileage, a sum not to exceed 3*d.* per mile each way.			
To prosecutors and witnesses being constables attending the bench of magistrates where such examination is taken on any police duty, and to constables paid by salary, and attending from a distance not exceeding three miles, there shall be allowed	Nil.		
Unless the magistrate or magistrates shall certify that there were special reasons for making an allowance, and shall specify such reasons upon his or their certificate, and then a sum not to exceed for each day	0	1	0
To prosecutors and witnesses being constables paid by salary, and not attending the magistrate or bench of magistrates on any police duty, for their trouble in attending such examination, from a distance greater than three miles, and not exceeding seven miles from the place where the examination is taken, a sum not to exceed for each day	0	1	0
To the same if attending from a distance greater than seven miles from the place where the examination is taken, a sum not to exceed for each day	0	1	0
To prosecutors and witnesses being constables paid by salary, if necessarily detained all night for the purposes of the examination, a sum for the night, not to exceed	0	2	0
(The said allowances to prosecutors and witnesses being constables paid by salary, are to be conditional, upon the same being applicable for their personal benefit).			
To prosecutor and witnesses being constables necessarily travelling to the place of examination in discharge of any police duty, there shall be allowed for mileage	Nil.		
(Unless the examining magistrate or magistrates shall certify that there were special reasons for making an allowance, and shall specify the same upon their certificates, and then the same as other constables).			
To prosecutors and witnesses being constables not attending the place of examination in discharge of a police duty, and entitled to be conveyed under 7 & 8 Vict. cap. 85, sec. 12, and able to travel by railway, there shall be allowed mileage as follows:—			
To superintendents, inspectors, serjeants, and constables, the lowest amount per mile authorised by Act of Parliament for their conveyance, and no larger sum;			
To prosecutors and witnesses being constables able but not so entitled to travel, and not attending the place of examination on any police duty, there shall be allowed for mileage, railway fare, the same as to ordinary witnesses;			
To prosecutors and witnesses being constables not able to travel by railway, and not attending the magistrate or magistrates on any police duty, for every mile beyond four miles each way they shall travel to reach the place of examination, a sum not to exceed each way, 2*d.*;			
To prosecutors and witnesses being constables, able partially to travel by railway, for every mile after the first four miles each way, in reaching such means of conveyance, a sum not to exceed 2*d.*, and railway fare as other constables.			
To prosecutors and witnesses not hereinbefore provided for, resident in the city, borough, parish, town, or place where the examination is taken, or within a distance not exceeding two miles from such place, for their trouble and loss of time in so attending, there shall be allowed a sum for each day, not to exceed	0	1	0
If resident elsewhere and beyond the distance of two miles, or if such prosecutors or witnesses shall be necessarily detained from home, for the purpose of the examination, more than four hours, a sum, at the like discretion, not to exceed	0	1	6
If they shall be necessarily detained from home more than six hours, then a sum, at the like discretion, not to exceed	0	2	6
When he or they shall reside at such a distance from the place of examination as to render it necessary that he or they shall sleep from home, then, at the like discretion, a sum for the night not to exceed	0	2	6
There may be allowed for mileage as follows:—			
If the prosecutor or witness reside at a greater distance than two miles from the place of examination, and the whole or any portion of the journey can be performed by railway, second-class fare for such whole or portion of the journey, as the case may be; and for a journey, or part of a journey, performed otherwise than by railway, a sum not to exceed per mile each way	0	0	3

In pursuance of the power in me vested, I do make the following rules and regulations as to the rates and scales of payment of costs, expenses, and compensations to be allowed, or ordered to be paid, under the said Act of the seventh year of the reign of King George IV., and other the Acts of Parliament aforesaid, to prosecutors and witnesses attending courts of assize, oyer and terminer, jail delivery, general session of the peace, or any other courts having power to allow such costs, expenses, and compensation to prosecutors and witnesses, and persons attending such courts, in obedience to any recognizance or subpœna in cases of criminal prosecutions, for their trouble, loss of time, and travelling expenses in so attending.

For the purpose aforesaid I do make, constitute, and appoint the following rules and regulations; (that is to say), there may be allowed:—

	£	s.	d.
To prosecutors and witnesses being members of the profession of the law or of medicine, attending to give professional evidence, but not otherwise, for their trouble, expenses, and loss of time, for each day they shall necessarily attend the court to give professional evidence, a sum not to exceed	1	1	0
For each night the same as ordinary witnesses, and for mileage a sum not to exceed, per mile each way	0	0	3
To prosecutors and witnesses, being constables and paid by salary, if resident in the city, borough, town, or place, where such court is held, or within a distance not exceeding two miles of such place, a sum, in the discretion of the court, not to exceed for each day	0	1	0
If resident elsewhere, and if they shall attend from a greater distance than two miles, a sum, in the discretion of the court, for each day not to exceed	0	1	6
To the same, if they shall be necessarily detained all night for the purposes of the prosecution, a further sum for the night not to exceed	0	2	0
If such prosecutors and witnesses shall be chief constables or superintendents attending from a distance greater than three miles, and they shall be necessarily detained all night for the purposes of the prosecution, instead of the foregoing allowances there may be allowed to them the same as ordinary witnesses.			
(The said allowances to prosecutors and witnesses, being constables paid by salary, are to be conditional on the same being applicable to their personal benefit.)			
To prosecutors and witnesses, being constables who shall be entitled to be conveyed under the 7 & 8 Vict. cap. 85, sec. 12, and able to travel by railway, there may be allowed for mileage as follows:—			
To superintendents, inspectors, serjeants, and police constables, the lowest amount per mile authorised by Act of Parliament for their conveyance, and no larger sum;			
To prosecutors and witnesses, being constables not so entitled to travel, there may be allowed railway fare the same as to ordinary witnesses;			
To the same if paid by salary, and where they are not able to travel by railway, for every mile beyond four miles each way they shall travel to and return from the court where the prosecution takes place, a sum not to exceed 2*d.*;			
To the same if paid by salary, when able partially to travel by railway, for every mile after the first four miles each way in reaching such means of conveyance, a sum not to exceed 2*d.*, and railway fare as other constables.			
To prosecutors and witnesses not hereinbefore provided for, there may be allowed, for their expenses, trouble, and loss of time in attending the court where the prosecution takes place, per day, a sum not to exceed	0	3	6
To the same, if entitled to mileage, for each night they may be necessarily detained from home for the purposes of the prosecution at any assizes, session of jail delivery, or session of oyer and terminer, a sum not to exceed	0	2	6
To the same for each night they may necessarily be detained from home for the purposes of the prosecution at a session of the peace	0	2	0
To the same for mileage there may be allowed as follows:—			
If resident more than two miles from the court where the prosecution takes place, if the whole or any portion of the journey can be performed by railway, second-class fare for such whole or portion of the journey, as the case may be, and for a journey or part of a journey performed otherwise than by railway, per mile, each way, a sum not to exceed	0	0	3

In computing the amount to be allowed for mileage, under any of the regulations herein contained, I do direct that no greater allowance be made than at the rate of 3*d.* per mile each way by the nearest available route.

I also direct that no prosecutor or witness allowed for mileage under any of the regulations herein contained, shall be allowed for loss of time occasioned by his or her omission to avail himself or herself of a public conveyance if available.

I further direct that no prosecutor or witness be allowed, under any of the regulations aforesaid for his attendance, loss of time, trouble, or expenses, in more than one case on the same day.

I further direct that no constable paid by salary be allowed for railway-fare not actually paid.

Exceptions.

I do authorise payment to the officer of a jail whose duties require his attendance in the court where the prosecution takes place, for giving evidence on a former conviction, a sum not to exceed 3*s.* 6*d.*

I do make the following regulations as to the compensation to be allowed in the cases of prisoners brought by writ of habeas corpus, or other lawful process, to give evidence for the prosecution.

To governors and officers of jails, in whose custody the prisoner is brought, as follows:—

	£	*s.*	*d.*
To a governor, for his loss of time, trouble and expenses, in bringing up such prisoner, for each day he may attend, the sum of	0	12	0
To other officers, for the same, the sum of	0	6	0
And for mileage, a sum, in the discretion of the court, not to exceed per mile each way	0	1	0

Provided always, that the above allowances shall not be made to any jailer or officer charged with the custody of prisoners for trial, at the place where such prisoner shall be required to give evidence, in respect of the time such jailer or officer shall, by virtue of his office, be required to be there present.

I authorise the following payments to be made to attorneys for the prosecution, giving evidence, over and above the allowances so made to them as attorneys:—

	£	*s.*	*d.*
Such attorneys may be allowed a sum not exceeding	0	6	8
If, in the opinion of the proper officer of the court, such evidence was necessary, and saved the attendance of another witness.			

And whereas it may become necessary, in certain cases, that scientific persons, unacquainted with the facts to be given in evidence upon the prosecution, may be required to attend as witnesses, in order to state their opinion on matters of science in issue on such prosecutions, and it is reasonable in such cases that the foregoing rates of allowance should be departed from, I hereby direct that the allowances to be made to such persons shall be subject to the decision of the court before whom such persons may be examined, which may direct such allowances as to such court may appear reasonable.

Whenever an interpreter shall be employed to interpret on the part of the prosecution, it shall be competent for the court before whom such interpreter shall be so employed to make him such allowances as to such court shall seem reasonable: provided always that this regulation is not to interfere with any regulations in force (where such now exist) for the remuneration of interpreters.

In case of the illness or inability of any prosecutor or witness to travel without some special means of conveyance, it shall be lawful for the court to depart from the foregoing rates of allowances, and to make such other allowances as the justice of the case shall require.

Under the circumstances herein specified under the head of exceptions, I authorise a departure from the rules and regulations herein contained, as well by the examining magistrate or magistrates as by the courts herein mentioned, except only in the case of an attorney for the prosecution giving evidence: provided always that whenever any allowances, hereinbefore authorised under the head of exceptions, shall have been made, the circumstances under which the general rate of allowances shall be departed from shall in all cases be fully specified by the proper officer of the court, or magistrate, upon the document by which such allowances shall be authorised. And, lastly, I do order that, notwithstanding anything herein contained, all lawful rules and regulations heretofore made and in force, under or by reason whereof allowances to a less amount than those hereby authorised are now payable in the cases hereinbefore provided for, shall be and remain in as full force and effect as if this order had not been made, and shall continue to apply to the persons and the circumstances thereby provided for, although such persons and circumstances may be comprehended within the terms hereof, and that the said rules and regulations shall so far remain unaffected by this order, and that nothing herein contained shall have the effect of increasing the amount of any rates or allowances which may be lawfully made under such rules and regulations; it being the true intent and meaning hereof that such rules and regulations shall be and remain unaltered, further or otherwise than in the reduction of allowances to prosecutors and witnesses where the rates thereof shall be in excess of those herein contained.

Given under my hand at Whitehall, the 9th of February, 1858.

(Signed) G. GREY.

Court Papers.

House of Lords.

Session 1857–58.

CAUSES STANDING FOR HEARING.

Chancery, England. — Barlow *v.* Osborne et al., ex parte as to certain Respondents.

Scotland. — Anderson (Pauper) *v.* Anderson or Gill et al.

Chancery, England. — Whicker *v.* Hume et al., ex parte as to certain Respondents.

Set down in Session 1854–55.

Ex. Cham., England. — Salomons *v.* Miller (in Error).

Set down in Session 1856.

Scotland. — Borthwick *v.* Glassford et al.

Chancery, England. — Vernon et al. *v.* Wright et al., ex parte as to certain Respondents.

Scotland. — Belford et al. *v.* Morton.

Scotland. — The London & North Western Railway Company *v.* Lindsay.

Chancery, England. — Bennett *v.* Turquand (Official Manager of the Cameron's Coalbrook Steam Coal and Swansea and Loughor Railway Company.)

Scotland. — Edmond *v.* Gordon and Another.

Chancery, England. — Shaw *v.* Neale and Another, ex parte as to James Neale.

Chancery, England. — Clarke and Another *v.* Hart.

Scotland. — Morgan and Another *v.* Morris et al., ex parte as to certain Respondents.

Scotland. — Geikie (or Young) et al. (Paupers) *v.* Morris et al., ex parte as to certain Respondents.

Chancery, England. — Baker *v.* Baker.

Scotland. — Tennant *v.* Morris et al.

Scotland. — Dixon and Another *v.* Dimmack, Thompson, and Firmstone, et al.

Set down in Session 1857.

Scotland. — The Bartonshill Coal Company et al. *v.* Stewart or M'Guire (Bill of Exceptions).

Ex. Cham., Ireland. — M'Mahon *v.* Sir T. B. Lennard, Bart., et al. (Writ of Error) (Bill of Exceptions).

Scotland. — Stephenson & Co. et al. *v.* Thomson.

Chancery, Ireland. — The Midland Great Western Railway of Ireland Company *v.* Johnson and Another.

Ex. Cham., England. — Bagshaw *v.* Seymour (in Error).

Scotland. — Kippen and Another *v.* Darley et al.

Chancery, Ireland. — Rutledge et al. *v.* Rutledge and Another.

Chancery, England. — Vickers and Another *v.* Pound et al.

Chancery, England. — Ricketts et al. *v.* Carpenter et al., ex parte as to certain Respondents.

Chancery, England. — Abbot et al. *v.* Middleton et al., ex parte as to certain Respondents.

Set down in Session commencing 30*th April*, 1857.

Chancery, England. — Mowatt *v.* Blake.

Chancery, England. — Thellusson *v.* Robarts et al., ex parte as to Arthur Thellusson.

Chancery, England. — Davis *v.* Tollemache et al., ex parte as to certain Respondents.

Scotland. — Hamilton *v.* Anderson et al.

Chancery, Ireland. — Sis Moses Montefiore, Bart., *v.* Browne.

Chancery, England. — Hon. A. Thellusson *v.* Robarts et al., ex parte as to T. R. Thellusson.

Scotland. — Scottish North Eastern Railway Company *v.* Sir W. D. Stewart, Bart.

Scotland. — Kyle et al. *v.* Jeffreys and Another (Bill of Exceptions).

Chancery, England. — Anderson *v.* Robinson.

Chancery, England. — Williams *v.* Lewis et al.

Scotland. — Bartonshill Coal Company et al. *v.* Wark, ex parte.

Chancery, Ireland. — Conron *v.* Conron et al., ex parte.

Chancery, England. — Hoare et al. *v.* Dresser and Another, ex parte as to Johann Norrbom.

Scotland. — Scots Mines Company and Another *v.* Leadhills Mining Company et al. (Second Appeal.)

Scotland. — Scots Mines Company and Another *v.* Leadhills Mining Company et al. (Third Appeal.)

Scotland. — Galbraith et al. *v.* The Edinburgh and Glasgow Bank et al., ex parte as to certain Respondents.

Chancery, England. — Slingsby *v.* Grainger et al.

Chancery, Ireland. — Conolly *v.* Luscombe.

Chancery, England. — Smith *v.* Kay.

Ex. Cham., England. — The Bristol and Exeter Railway Company *v.* Collins (Appeal upon a Case stated by the parties pursuant to Act).

Ex. Cham., England. — Chasemore *v.* Richards, Clerk, &c. (in Error).

Chancery, England. — Lord Kensington *v.* Bouverie et al., ex parte as to certain Respondents.

Ex. Cham., England. — Doe (on demise of Evers and Others) *v.* Challis (Writ of Error).

CAUSES FULLY HEARD.

Scotland. — Edinburgh and Glasgow Railway Company *v.* Provost, &c., of Linlithgow.

Scotland.	Gammell et al. *v.* Her Majesty's Commissioners of Woods, &c., and the Lord Advocate for Scotland.
Scotland.	The Bartonshill Coal Company et al. *v.* Clark (or Reid) et al. (Bill of Exceptions).
Chancery, Ireland.	Burrowes et al. *v.* Gore et al. ex parte as to certain Respondents.
Ex. Cham., England.	Croft *v.* Lumley at al. (in Error). Questions to Judges, 30th June, 1857.
Ex. Cham., England.	Cooper *v.* Slade (in Error) (Bill of Exceptions). Questions to Judges, 3rd July, 1857.
Ex. Cham., Ireland.	Roddy et al. *v.* Fitzgerald and Another (in Error). Questions to Judges, 7th July, 1857.

Claims of Peerage, and Claims to Vote for Representative Peers for Ireland, depending.

Herries Peerage.	Earl of Carrick's claim to vote.
Grandison Peerage.	Shrewsbury Peerage.
Earl of Granard's claim to vote.	Earl Fife's claim to vote.
De Scale's Peerage.	Lord Radstock's claim to vote.
Nithsdale Peerage.	Earl of Antrim's claim to vote.
Lord Inchiquin's claim to vote.	Viscount Gort's claim to vote.
Newburgh Peerage.	Earl of Carysfort's claim to vote.
Taaffe Peerage.	

Births, Marriages, and Deaths.

BIRTHS.

MORRISON—On Feb. 12, at Birkhead's-lodge, Reigate, the wife of Mr. G. Carter Morrison, Solicitor, of a daughter.

PAYNE—On Feb. 14, at East End-house, Fairford, the wife of G. A. Payne, Esq., M.A., Barrister-at-Law, of Lincoln's-inn, of a daughter.

PEEK—On Feb. 16, at St. Leonards, Tulse-hill, Surrey, the wife of Richard Peek, Esq., of a daughter.

SARGENT—On Feb. 11, at 8 Gloucester-street, Portman-square, the wife of Charles Sargent, Esq., Barrister-at-Law, of a son.

SMITH—On Feb. 12, at Docklands, Ingatestone, Essex, the wife of Frederick James Smith, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

BRIGHT—RAIKES—On Dec. 10, at St. Paul's cathedral, Calcutta, George Bright, Esq., B.C.S., to Tempe Sophia, eldest daughter of Henry Thomas Raikes, Esq., B.C.S., Senior Judge of the Sudder Court.

FOX—SOUTHALL—On Nov. 23, 1857, at Alexandria, Oliphant's Hock, South Africa, by the Rev. P. W. Copeman, M.A., Henry John Fox., Esq., of Graham's-town, Attorney of the Supreme Court of the Colony of the Cape of Good Hope, and Notary Public, eldest son of L. Owen Fox. Esq., F.R.C.S., of Broughton, Hants, to Ellen Southall, step-daughter of James Lloyd Tilbury, Esq., of Alexandria.

GILMAN—STOREY—On Feb. 11, at St. Giles's, Camberwell, by the Rev. Joshua Dix, M.A., Rector of All Hallows, Bread-street, London, Charles Rackham Gilman, of Norwich, Solicitor, to Sophia Louisa, eldest daughter of the late Thomas Storey, Esq., of Peckham, Surrey.

DEATHS.

HURFORD — On Feb. 15, Maria, wife of A. S. Hurford, of Oxford, Solicitor, and fourth daughter of Mr. Henry Jacob, Clerk to the City magistrates, &c.

WILSON—On Feb. 12, at Haverstock-cottage, Jersey, Mr. Justice Wilson, late Chief Judge of the Mauritius, aged 73.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BREEDON, WILLIAM, Esq., Pangbourn, Reading, £1,500 Consols.—Claimed by WILLIAM BREEDON.

BUZZARD, MARY, Spinster, Ampthill, Beds, £135 Consols.—Claimed by MARY BUZZARD.

COT, ELIZABETH, Spinster, Servant to Mr. Walpole, of New Burlington-street, £150 New Three per Cents.—Claimed by JOSEPH BURGIN, the sole executor.

ENGLISH, GEORGE, Farmer, Codicot, Herts, £100 Consols.—Claimed by WILLIAM ENGLISH, acting executor.

JACKSON, LETITIA, Spinster, Bath, and AMBROSE HUMPHRYS, Esq., Harper-street, Red Lion-square, £342 : 5 : 3 New Three per Cents.—Claimed by CHARLES EDWARD JEMMETT, WILLIAM THOMAS JEMMETT, WILLIAM CHARLES HUMPHRYS, surviving executors of AMBROSE HUMPHRYS, who was the survivor.

MAYNE, CHARLES OTWAY, Clerk, Midsimer Norton, Somerset, WILLIAM ASHMAN, sen., Esq., Clandown, Somerset, and GEORGE GIBBS, Yeoman, Clandown, Somerset, £44 : 12 : 4 Reduced.—Claimed by CHARLES OTWAY MAYNE and GEORGE GIBBS, the survivors.

OWEN, CHARLES, Esq., Park-place, Regent's-park, £250 New Three per Cents., £54 : 12 : 7 like Annuities, £114 : 11 : 9 Consols.—Claimed by BELL ROBERT OWEN, the administrator.

PEARCE, CHARLES THOMAS, Gent., Corn Exchange, and MARY PEARCE, his Wife, £48 : 6 : 10 Consols.—Claimed by MARY PEARCE, Widow, the survivor.

RAGGE, WILLIAM, Private in the 11th Light Dragoons, £80 Reduced, and £50 Consols.—Claimed by CHARLES ROBERT RAGGE, administrator.

REFFOLD, CHARLES, Carpenter, 2 Victoria-place, King's-road, Reading, £100 New Three per Cents.—Claimed by ANN WELLS, wife of JOHN WELLS, the administratrix.

SAWBRIDGE, WANLEY, Esq., Olantigh, Kent, £200 Reduced.—Claimed by WILLIAM JAMES MAXWELL, the acting executor.

THURLOW, REV. JOHN, Houghton-le-Spring, Durham, £100 Consols.—Claimed by Rev. EDWARD THURLOW and Rev. CHARLES AUGUSTUS THURLOW, the administrators.

TURNER, JOHN, Jeweller, New Bond-street, £33 : 6 : 0 Consols.—Claimed by JOHN TURNER.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

CHARLTON, WILLIAM, Gent., Brassington, Derbyshire (who died on April 20, 1854). Fox *v.* Charlton. His heir-at-law, or next of kin living at the time of his death, or their legal personal representatives, to come in and prove their kindred or heirship, at V. C. Kindersley's Chambers, on Mar. 20.

FAULDING, ELIZABETH, Hull (who died in Jan. 1826). Her nephews and nieces to prove their claims before Mar. 8, at Master of the Rolls' Chambers.

GRIFFITHS, CATHERINE (daughter of William Griffiths, of Penywenallt, Llandygwydd, Cardigan, deceased), a person of unsound mind, residing with Catherine Baynes, her mother, in Bridge-street, Cardigan, South Wales. Her heirs at law to prove their heirship before the Masters in Lunacy, 45 Lincoln's-inn-fields.

PARRY, WILLIAM HENRY, alias ELIAS THOMPSON, transported in the ship "Atlas," in 1833, was located in Lancaster Barracks Hospital, Sydney, in 1838 or 1839, when last heard of. His personal representative to apply to Mr. Lochner, Great Carter-lane, Doctors'-commons.

SIMPKIN, JOHN, Gaister, near Great Yarmouth, Norfolk (who died about July, 1857). Next of kin to apply to James Smith, Caister, near Great Yarmouth, Norfolk.

Money Market.

CITY, FRIDAY EVENING.

During the past week the English funds have manifested daily improvement. The closing money price of Consols this afternoon is 97⅜ to 97½ per cent., showing an advance of 1¼ per cent. since this day week. The arrivals of specie continue, but to less amount than in several previous weeks, and a considerable share is directed to the continent. From the Bank of England return for the week ending the 17th inst., it appears that the amount of notes in circulation is £19,703,865, being an increase of 100,550, and the stock of bullion in both departments is £17,331,131, showing an increase of £756,484, when compared with the previous return.

All branches of trade continue very dull, and money in moderate demand. The rate of interest on the Stock Exchange and in the discount market is from 2 to 2⅜ per cent. At Hamburg the rate of discount is quoted at 1½ per cent., and the directors of the Bank of France have reduced their rate of discount from 4½ to 4 per cent.

At the Hull Bankruptcy Court, on Wednesday, certificates were refused in the case of Harrison, Watson, and Co., bankers.

The returns of the Board of Trade for the month of December last, show a very large falling off in the declared value of goods exported when compared with the same month in the previous year. The total comparative decrease amounts to £2,897,185, being above 25 per cent. upon the ten millions of exportations in December, 1856. It extends over all the important articles of home manufacture. In cottons and cotton yarn the falling off amounts to 25 per cent., in linens to 50 per cent., in woollens to above 40 per cent., and in silks to above 60 per cent.

There is no reason to doubt that this falling off has been caused by the embarrassment and reaction experienced during the autumn and winter. On the other hand, it is equally reasonable to attribute the extraordinary increase of trade which occurred in the spring and summer to the unsound extension of credit, founded chiefly upon accommodation bills. The effect of this has been gradually increasing during several years, and gave rise to the inflation of manufactures and exportation, which was matter for congratulation in the early part of the year, but has terminated in the present universal torpor in commercial affairs, from which there is not yet any appearance of revival.

Looking at the amount of the declared value of exportations for the entire year 1857, we find a large increase over 1856, and a still larger increase compared with 1855. This increase has tended to realise the pleasant anticipation of "double exports." But double exports, if founded upon operations liable to the imputation of fraud, and terminating in the collapse of credit, and the stagnation of trade, are not desirable.

The return of imports in regard to several important articles, namely, tea, sugar, and coffee, taken for home consumption, is uncertain. The reduction of duty, which came into operation from April last, caused large payments of duty, which had been postponed, and made the comparative amount of duty-paid goods for home consumption larger than otherwise would have appeared. If importation and home consumption diminish, a decrease in customs and excise duties will follow. This is an unsatisfactory prospect, considering, at the same time, the certainty of an increase in expenditure, and the difficulty of additional taxation.

The directors of The London and North Western Railway Company have lately issued their report. The capital account shows that £34,041,013 had been received to the 31st December last, and £33,449,879 expended, leaving a balance of £591,134. The total traffic receipts for the last half-year amount to £1,682,060 against £1,682,591 in the corresponding period of the year 1856, showing a decrease of £531. The passenger traffic shows a comparative increase, attributed, in part, to the influence of the Manchester Art Treasures Exhibition. The goods traffic shows a decrease, attributed, in part, to the unfavourable state of trade in the manufacturing districts of Lancashire and South Staffordshire, and, in part, to the competition originated and carried on by the Manchester, Sheffield and Lincolnshire, and the Great Northern Companies, for the traffic between London, Manchester, and Liverpool. The same competition has had the effect of increasing the working expenses by the necessity of running special trains in order to retain the traffic thereby attacked. The working expenses for the period to which this report refers amount to £669,363 against £615,668, showing an increase of £53,695. An arrangement has, for some time, subsisted between this company and the Great Western, under which the traffic has been carried at equal rates by both companies. The board recommend the payment of a dividend for the half-year, at the rate of 5 per cent. per annum, leaving a surplus of £43,347 to be carried forward.

The voluntary winding up of the Northumberland and Durham District Banking Company is to be carried out under the supervision of the Court of Chancery, according to the resolution unanimously adopted at a late meeting of the shareholders of the bank, and by the liquidators then chosen, notwithstanding opposition on the part of London creditors and others.

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	..	95 ½	95	95 ½ 4½	96	..
Caledonian	93½ 4 3½	93 ½ 2½ 5	95 4½ 6½	96 5¾ 7½	97 ½	..
Chester and Holyhead	38	37½	38 7½	38	38	38
East Anglian	..	18¾ ½	..	19	..	..
Eastern Counties	62½ ½ 3½	63¼ 3½	62½ ½	63½ 3½	63½ ¾	64 3½ 4
Eastern Union A. Stock.	50 ½	50 ¼	50	50	50¾	50
Ditto B. Stock	..	34¼ 4	34½	..	..	34
East Lancashire	..	92¼ 3½	94	..	..	94½
Edinburgh and Glasgow	67½	..	..	69	..	..
Edin. Perth, and Dundee	29½ ¾	27½ 8½ 8	29 8¾ 9½	29½ ¾	29½ ½	29½
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	106¼ 6 ½	107 6½	107½ 8	103	107¾	107⅞ 8
Ditto A. Stock	92 3	..	92¼ 3 2½	94 3	74 3½	94 ½
Ditto B. Stock	..	132	..	132 ½	132½	..
Gt. South & West. (Ire.)	..	..	..	105	104	104
Great Western	61	61¼ ½ 2	61¼ 3 2½	63 2¾ 3½	62½ ¾ ½	62½ 1½
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	94½ 5½	95⅝ 7 6⅜	95¾ 6⅞ ½	96⅝ 7 6	96 ½	96 5⅞ ⅜
Lon. Brighton & S. Coast	108 7	108 7¾	108 ¼	108¼ 7¾	108¼ 7½	108⅜ ¾
London & North-Wstrn.	101¼ 1½	101¼ ½ 2	101¼ 2⅜	102⅜ ⅜	102¼ 2½	102⅜ ¼
London & South-Westrn.	98¾ 7½	99¾ ¼	99¾ 100	100 99¾	99¾ 9 ¾	..
Man. Sheff. & Lincoln.	..	40 ¾ ¼	40 ¼ ⅜	41¼ 1 ¼	41¼ 1	..
Midland	98⅜ 99	99¼ 100	100¼ ⅜ ¼	100¼ ⅜	100¼ ¼	100¼ ¼
Ditto Birm. & Derby	..	71	72	..	..	72½ 3 ½
Norfolk	64	64½	64½	..	67 6½	67½
North British	52⅜ 3½ 3	53 ¼ 2½	53¼ 2¾ 4	53¾ 4¼ 4	54 ¼ 4	..
North-Eastern (Brwck.)	97 6½ 7	97½ 8½	98¼ 9	99¼ 8½	98¾ 9 ¼	99 8½
Ditto Leeds	52¼ ½	32⅜ 2 ½	52½ 3	53 ½ 2½	53 ¼	52½ ½
Ditto York	83¼ 2½	82½ 4	84¼ 4 ⅜	85 4½	84 3½	83¾ 4
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	..	..	..	33½	33 ½
Scottish Central	..	110	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	26½	..	..	27¾	28
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	..	..	..	..	..
South-Eastern	75	75¼ 6½	76¼ 6 ⅜	77 ½ 6½	76¼	76¼ 6
South Wales	..	..	..	..	..	83½
Vale of Neath	..	..	..	..	102½ 1½	102⅜

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3⅜
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial Law	2½
Medical, Legal, and General	par
Solicitors' and General	par

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	224	224 6	224 6 5	226½ 6 7	227
3 per Cent. Red. Ann.	96⅜ ½ ⅜	96½ ⅜ ⅜	97 6⅜ 7	97½ ⅜ ⅜	97⅜ ½ ⅜	98½
3 per Cent. Cons. Ann.	96¼ ½	96⅜ ⅜	96⅜ 7 6⅜	97 ¼ 7	97 ¼	97½
New 3 per Cent. Ann.	96⅜ ½	96⅜ ⅜	97 ¼	97⅜ ¼ ¼	97⅜ ⅜ ¼	97½
New 2½ per Cent. Ann.	..	..	..	82	..	..
5 per Cent. Annuities	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	17½	..	..	..	2	..
Do. 30 years (exp. Oct. 10, 1859)	..	..	1¾	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	18½ ¾	..	..	..
India Stock	..	219½	219 22	219 22	221 2	222
India Bonds (£1,000)	20s. p.	25s. p.	24s 29s p	..	27s 30s p	31s. p.
Do. (under £1,000)	..	..	26s. p.	..	29s. p.	31s. p.
Exch. Bills (£1,000)	36s 33s p	34s 38s p	38s 40s p	40s 38s p	3 o 33s p	30s. p.
Exch. Bills (£500)	33s. p.	34s 38s p	35s 40s p	38s 40s p	38s 35s p	30s. p.
Exch. Bills (Small)	33s. p.	33s. p.	..	..	35s. p.	37s. p.
Exch. Bonds, 1858, 3½ per Cent.	100 ¼	..	100 ⅜	100	..	..
Exch. Bonds, 1859, 3½ per Cent	..	..	100 ¼	100¼ ¼	100¼ ⅜	100 ¼

London Gazettes.

New Member of Parliament.

FRIDAY, *Feb.* 19, 1858.

CITY OF LIMERICK.—George Gavin, Esq., Serjeant-at-Law, Kilpeacon-house, Co. Limerick, *vice* James O'Brien, Serjeant-at-Law, appointed one of the Justices of the Queen's Bench in Ireland.

Bankrupts.

TUESDAY, *Feb.* 16, 1858.

BARBER, JAMES, Upholsterer, Chichester. *Com.* Holroyd: Mar. 2, at 2; and Mar. 26, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Palmer, Palmer, & Ball, 24 Bedford-row; or Rhoades, Green, & Titchener, Chichester. *Pet.* Feb. 13.

COATES, JAMES, Hardwareman, High-st., Blue Town, Sheerness, lately Dealer in Clothes, Still Tavern, Bath-sq., Portsmouth. *Com.* Fonblanque: Mar. 2, at 11.30; and Mar. 30, at 12.30; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* J. & S. Solomon, 22 Finsbury-pl. *Pet.* Feb. 15.

EDWARDS, THOMAS, Ironfounder, Grosvenor-st., Birmingham. *Com.* Balguy: Feb. 27 and Mar. 27, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Southall & Nelson, Birmingham. *Pet.* Feb. 11.

HADDON, JAMES, Miller, Testwood Mill, Eling, near Southampton. *Com.* Evans: Feb. 25, at 1; and Mar. 25, at 12; Basinghall-st. *Off. Ass.* Bell. *Sol.* Pearce, Giltspur-st. *Pet.* Feb. 13.

HARRIDANCE, HENRY, jun., & JAMES BUTLER, Corn and Coal Merchants, Maldon, Essex. *Com.* Holroyd: Mar. 2, at 2.30; and Mar. 30, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Church & Langdale, 38 Southampton-bldgs.; or Copland, Chelmsford, Essex. *Pet.* Feb. 5.

LAWRENCE, MARIA, Tailor, 184 Lambeth-walk, Lambeth. *Com.* Fane: Feb. 26, at 1.30; and Mar. 31, at 12.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Ford & Lloyd, 4 Bloomsbury-sq. *Pet.* Feb. 12.

NELSON, JAMES, Cotton Spinner, Oldham. Mar. 3 & 30, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Ascroft, Oldham, Lancashire. *Pet.* Feb. 11.

PAINTER, WILLIAM EDWARD, Printer, 342 Strand. *Com.* Evans: Feb. 26 and Mar. 25, at 1; Basinghall-st. *Off. Ass.* Bell. *Sol.* Sturmy, Wellington-st., London-bridge. *Pet.* Feb. 13.

PAUL, JAMES, Innkeeper, Wadebridge, Cornwall. *Com.* Bere: Feb. 22 and Mar. 23, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Pearce, Bodmin; or Stogdon, Exeter. *Pet.* Feb. 12.

PEARD, JOHN, Draper, Bridestowe, Devon. *Com.* Bere: Feb. 22 and Mar. 23, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Stogdon, Exeter. *Pet.* Feb. 12.

REVERS, THOMAS, Grocer, Broadway, Worcestershire. *Com.* Balguy: Feb. 27 and Mar. 20, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Southall & Nelson, Birmingham. *Pet.* Feb. 13.

ROBSON, JAMES, Ship Broker, Peckham, Surrey, late of Liverpool. *Com.* Fane: Feb. 26, at 11.30; and Mar. 31, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Cunliffe & Beaumont, Chancery-lane. *Pet.* Feb. 3.

SHEERMAN, THOMAS WILLIAM, Upholsterer, 97 St. James's-st., Brighton. *Com.* Fonblanque: Mar. 2, at 2; and Mar. 30, at 1; Basinghall-st. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Feb. 13.

SMITH, EDWARD, Woolstapler, 116 Russell-st., Bermondsey. *Com.* Fane: Mar. 10, at 11; and April 16, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Feb. 9.

SYKES, JOSEPH, & EDWARD SYKES, Silk Dressers, Golcar, Huddersfield. *Com* West: Mar. 4 & 26, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Fenton, Jones, & Rayner, Huddersfield; Bentley and Wood, Bradford; or Bond & Barwick, Leeds.

FRIDAY, *Feb.* 19, 1858.

ACKERMAN, ADOLPHUS, Printseller, Beaufort-bldgs., Strand. *Com.* Holroyd: Mar. 4 and Ap. 3, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Wootton & Son, 10 Tokenhouse-yd. *Pet.* Feb. 18.

BACON, CHARLES, Bone Grinder, 69 Cowcill-st., Chorlton-upon-Medlock, Manchester. Mar. 2 & 30, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Allen & Aston, Manchester. *Pet.* Feb. 13.

BENNETT, SAMUEL, Commission Agent, Manchester. Mar. 4 & 25, at 11; Manchester. *Off. Ass.* Hermaman. *Sols.* Slater & Myers, 16 Tib-lane, Manchester. *Pet.* Feb. 16.

BENNETT, GEORGE WILLIAM, Draper, Eastbourne, Sussex. *Com.* Holroyd: Mar. 4, at 11; and Mar. 30, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Catlin, 22 Ely-pl., Holborn. *Pet.* Feb. 16.

BROOKES, William Henry, Mineral Merchant, Wolverhampton. *Com.* Balguy: Mar. 6 and Apr. 3, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* Sill, Birmingham. *Pet.* Feb. 17.

BROOKS, Reuben (Brooks & Co.), Auctioneer, 21 Titchborne-st., Haymarket, late of Palace Club-chambers, King-st., St. James's. *Com.* Goulburn: Mar. 4, at 11; and Apr. 12, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Philp, 26 Bucklersbury. *Pet.* Feb. 18.

CLARKE, James Heron, Grocer, Bury New-rd., Manchester. Mar. 5 & 25, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* David & Evans, Liverpool; or Blain, Manchester. *Pet.* Feb. 6.

DARNTON, William, Piano Forte Manufacturer, 118 Upper-st., Islington. *Com.* Fane: Feb. 26, at 12; and Apr. 9, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Dawson & Bryan, 33 Bedford-sq. *Pet.* Feb. 17.

DAVIES, Edward, Boot and Shoe Maker, Liverpool. *Com.* Stevenson: Mar. 5 & 25, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Wason, Liverpool. *Pet.* Feb. 17.

FIELD, William, Grocer, Bexley-heath, Kent. *Com.* Goulburn: Mar. 4 and Apr. 12, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* George & Downing, 5 Sise-lane, Bucklersbury. *Pet.* Feb. 18.

GARDNER, William, Miller, Birmingham, formerly of Horley Mill, near Banbury, Oxford. *Com.* Balguy: Mar. 1 & 29, at 10; Birmingham. *Off. Ass.* Kinnear. *Sol.* Smith, Birmingham.

GEARING, Edwin, Jeweller, 10 Portland-pl., St. John's-wood. *Com.* Fane: Mar. 5 and Apr. 9, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Davies, Son, Campbell, & Reeves, 17 Warwick-st., Regent-st. *Pet.* Feb. 18.

GRAY, Alexander George, Alkali Manufacturer, Friars Goose Alkali Works, Gateshead, Durham. *Com.* Ellison: Mar. 4, at 11; and Apr. 8, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Ingledew & Daggett, Newcastle-upon-Tyne; or Williamson, Hill, & Williamson, 10 Gt. James-st., Bedford-row. *Pet.* Feb. 8.

GRIFFIN, John Edwin, Auctioneer, Culver-st., Colchester, trading in copartnership with George Heningale Cooke. *Com.* Evans: Mar. 2 and Apr. 1, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers. *Pet.* Feb. 18.

HUMPHREYS, William, Corn Merchant, Liverpool. *Com.* Perry: Mar. 8 & 22, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Francis & Almond, North John-st., Liverpool. *Pet.* Feb. 16.

M'INTYRE, Thomas, Tailor, Leeds. *Com.* West: Mar. 4 & 25, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sol.* Simpson, Leeds. *Pet.* Feb. 18.

MOSES, Joseph, Manufacturer, 2 Newnham-st., Tenter-ground, Goodman's-fields. *Com.* Fonblanque: Mar. 1, at 12.30; and Apr. 6, at 11; Basinghall-st. *Off. Ass.* Graham. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* Feb. 17.

RILEY, Isaac, Joiner, Dalehall, Burslem, Staffordshire. *Com.* Balguy: Mar. 6 and Apr. 3, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* Sutton, Burslem; or Smith, Birmingham. *Pet.* Feb. 13.

SHAW, James, Cloth Merchant, Huddersfield. *Com.* Ayrton: Mar. 8 and Apr. 12, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Clough, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Feb. 13.

SMITH, John, Warehouseman, 2 Bow-churchyard. *Com.* Goulburn: Mar. 4, at 1; and Apr. 12, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Tucker, Greville, & Tucker, 28 St. Swithin's-lane. *Pet. for arrgmt.* Jan. 4.

SMITH, John, Paper Manufacturer, Morton Mills, Bingley, Yorkshire. *Com.* West: Mar. 12 and Apr. 9, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Snowden & Emmet, Leeds. *Pet.* Feb. 18.

STANLEY, John Strong'ith'Arm, Cotton Spinner, Ashton-under-Lyne, also, in co-partnership with others, at Heckmondwike, under the style of The Liversedge Iron Company. Mar. 12, at 11; and Apr. 8, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Feb. 17.

TOMLINSON, Henry, Licensed Victualler, Royal Exchange-hotel, Grey-st., Newcastle-upon-Tyne. *Com.* Ellison: Feb. 26 and Apr. 8, at 11; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Crain & Reed, Dean-st., Newcastle-upon-Tyne; or Shum, Wilson, & Crossman, 3 King's-rd., Bedford-row. *Pet.* Feb. 9.

WATERSON, Joseph, & James Waterson, Smiths, Low Elswick, Newcastle-upon-Tyne (Waterson, Brothers). *Com.* Ellison: Mar. 5, at 12.30; and Apr. 9, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Charters, Newcastle-upon-Tyne; or Harwood, 10 Clement's-lane, Lombard-st. *Pet.* Feb. 17.

BANKRUPTCIES ANNULLED.

Tuesday, *Feb.* 16, 1858.

JACKSON, John, Merchant, trading in co-partnership with Ibbetson Booth, Halifax (Booth & Jackson). Feb. 10.

WADSWORTH, William, & John Harrison, Cotton Waste Dealers, Salford, Lancashire. Feb. 12.

Friday, *Feb.* 19, 1858.

PACKWOOD, James, Draper, Woollaston, Northamptonshire.

WOODHULL, Henry Holmes, & Lowen Gimber, Stationers, 32 Aldermanbury. Feb 16.

MEETINGS.

Tuesday, *Feb.* 16, 1858.

BAILEY, William Lamont, & Richard Harvey, jun., Merchants, 23 Crutched Friars (W. L. Bailey & Co.) *Div.* Mar. 10, at 12; Basinghall-st. *Com.* Goulburn.

BLAMEY, Francis, Grocer, Crofthandy, Gwennap, Cornwall. *Aud. Accts. & Prf. Dbts.* Mar. 4, at 11; Queen-st., Exeter. *Com.* Bere.

BROUGHTON, John Stephenson, Cooper, Kingston-upon-Hull. *Div.* Mar. 17, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton.

CHANDLER, Benjamin, Attorney, Sherborne, Dorset. *Aud. Accts. & Prf. Dbts.* Mar. 3, at 11; and *Div.* Mar. 17, at 11; Queen-st., Exeter. *Com.* Bere.

CROLE, William, jun., East India Merchant, 9 Rood-lane. *Final Div.* Mar. 10, at 1; Basinghall-st. *Com.* Fonblanque.

DOWIE, William Littlejohn, Tailor, Market-st., Manchester. *Second Div.* Mar. 9, at 12; Manchester. *Com.* Jemmett.

FREAR, Thomas, Draper, Deansgate, Manchester. *Div.* Mar. 10, at 12; Manchester. *Com.* Jemmett.

GRIBBELL, Richard, & Richard Luscombe, Wholesale Grocers, Tavistock. *Aud. Accts. & Prf. Dbts.* Mar. 3, at 11; and *Div.* Mar. 25, at 11; Queen-st., Exeter. *Com.* Bere.

HAWKEY, John Tamblin, Dealer in Cattle, Cardinham, Cornwall. *Aud. Accts. & Prf. Dbts.* Mar. 4, at 11; and *Div.* Mar. 17, at 11; Queen-st., Exeter. *Com.* Bere.

JOHNSON, George, Furniture Dealer, 1 High-st., Notting-hill. *Last. Ex.* (*by adjnt.* from Jan. 29) Feb. 26, at 2.30; Basinghall-st. *Com.* Fonblanque.

JONES, William, Builder, Brecon. *Div.* Mar. 19, at 11; Bristol. *Com.* Hill.

KEETH, William, Innkeeper, Three Tuns Inn, High-st., Exeter. *Aud. Accts. & Prf. Dbts.* Mar. 4, at 11; and *Div.* Mar. 17, at 11; Queen-st., Exeter. *Com.* Bere.

LAIDLER, Thomas, Coke Burner, Jarrow, Durham, carrying on business at Jarrow in co-partnership with John Carr (John Carr & Co.); and at Denton, Northumberland, as Coal Owner, in partnership with William Ridley Carr (Montague Coal Company). *Final Div.* joint est. of Thomas Laidler & John Carr, Coke Burners, Jarrow, Mar. 11, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

LEWIS, George, Innkeeper, Cwmbach, Aberdare, Glamorganshire. *Div.* Mar. 19, at 11; Bristol. *Com.* Hill.

MUNTON, George Octavius, Surgeon, Bourne, Lincolnshire. *Div.* Mar. 11, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

NAIRN, Philip, Miller, Waren-mills, near Belford, Northumberland. *Second Div.* Mar. 12, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

PAYNTER, Francis, Attorney, Penzance. *Aud. Accts. & Prf. Dbts.* Mar. 3, at 11; and *Div.* Mar. 25, at 11; Queen-st, Exeter. *Com.* Bere.

POUND, Henry, Builder, Plymouth. *Aud. Accts. Prf. Dbts. & Div.* Mar. 11, at 1; Athenæum, Plymouth. *Com.* Bere.

RICHARDS, Thomas, Draper, Aberystwith. *Div.* Mar. 19, at 11; Bristol. *Com.* Hill.

ROBERTS, John, Tailor, Taunton. *Aud. Accts. & Prf. Dbts.* Mar. 10, at 11; and *Div.* Mar. 25, at 11; Queen-st., Exeter. *Com.* Bere.

ROLLASON, David, and Benjamin Rollason, Iron Masters, Bilston, Staffordshire. *Div.* Mar. 10, at 10; Birmingham. *Com.* Balguy.

UNDERWOOD, William, Tailor, 44 Frith-st., Soho, surviving partner of Edward Bradford, deceased, carrying on business at Frith-st., and at Melbourne. *Div.* Mar. 10, at 1.30; Basinghall-st. *Com.* Fonblanque.

VICKERS, William, Bill Broker, late of 12 Moorgate-st., then of 4 Carter-st., Walworth-rd. *Div.* Mar. 11, at 11.30; Basinghall-st. *Com.* Evans.

VIRTUE, John, Carpenter, 58 Newman-st., Oxford-st., and 9 Alfred-mews, Tottenham-court-rd. *Div.* Mar. 11, at 12; Basinghall-st. *Com.* Evans.

WHEALS, Charles, Woollen Draper, late of Lowestoft, now of Manningtree, Essex, out of business. *Last Ex. (by adj.* from Jan. 29) Feb. 26, at 2; Basinghall-st. *Com.* Fonblanque.

WILLEY, Richard, Linen and Woollen Draper, Leicester. *Div.* Mar. 11, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Friday, *Feb.* 19, 1858.

BELTON, Edward, Innkeeper, Dudley, Worcestershire. *Last Ex.* Mar. 4, at 11.30; Birmingham. *Com.* Balguy.

BRADSHAW, James, and Aaron Collinson, Cotton Manufacturers, Burnley, Lancashire. *Further Div.* Mar. 16, at 12; Manchester. *Com.* Skirrow.

EDGAR, James, Draper, Bury St. Edmunds. *Div.* Mar. 12, at 11.30; Basinghall-st. *Com.* Fane.

FARNWORTH, Nathan, Chemist and Druggist, Chorley, Lancashire. *Div.* Mar. 16, at 12; Manchester. *Com.* Jemmett.

GROOM, George, Boot and Shoe Factor, Norwich. *Div.* Mar. 12, at 12; Basinghall-st. *Com.* Holroyd.

HILL, Robert Henry, George Robert Hudson, and Frederick Hudson, Importers, 120 London-wall (Hill, Hudson, Brothers & Co.) *Div.* Mar. 13, at 11; Basinghall-st. *Com.* Evans.

HOLLAND, Thomas, Tobacco Broker, 59 Fenchurch-st. *Last Ex.* Mar. 9, at 11.30; Basinghall-st. *Com.* Evans.

HOWARD, James, & Charles Howard, Silk Manufacturers, Macclesfield, Cheshire. *First Div.* Mar. 15, at 12; Manchester. *Com.* Jemmett.

LAMBERT, Miles, Tailor, Liverpool. *Div.* Mar. 12, at 12; Liverpool. *Com.* Stevenson.

M'LARTY, Donald, John M'Kean, & Robert Lamont, Merchants, Liverpool (M'Larty & Co.) *Div.* Mar. 18, at 11, sep. est. R. Lamont. *Com.* Stevenson.

PEARSON, George, Grocer, Birkenhead. *Div.* Mar. 12, at 12; Liverpool. *Com.* Stevenson.

RICHARDS, John, Draper, Aberystwith, Cardiganshire. *Div.* Mar. 25, at 11. *Com.* Hill.

SAMSON, Lazarus, Merchant, Houndsditch. *Last ex. (by adj.* from Feb. 3) Mar. 2, at 12: Basinghall-st. *Com.* Fonblanque.

SMORTHWAITE, William, Baker, Barking, Essex. *Last Ex.* Mar. 9, at 11; Basinghall-st. *Com.* Evans.

TURNER, Thomas, & Thomas Turner, jun., Cordwainers, Liverpool (Thomas Turner & Son). *Div.* Mar. 12, at 12; Liverpool. *Com.* Stevenson.

WARWICK, Charles, Fancy Dress Warehouseman, 46½ Friday-st., Cheapside (Charles Warwick, jun., & Co.) *Div.* Mar. 11, at 11; Basinghall-st. *Com.* Evans.

DIVIDENDS.

Tuesday, *Feb.* 16, 1858.

BARLOW, Sarah, Innkeeper, Macclesfield. First, 3*s.* 4½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BENNETT, Herbert, Draper, Chester. First, 3*s.* 11½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BRISCOE, William, Builder, Ashton-under-Lyne. First, 5*s.* 5½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

GOUDE, John Fisher, Apothecary, 83 Cheapside, First, 4½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

M'NAUGHT, Robert, Linen Draper, Bushey Heath, Herts. First, 1*s.* 8*d.* *Whitmore*, 2 Basinghall-st., 11 to 3.

SEXBY, John, Builder, 62 Vauxhall-walk, Lambeth. First, 3*s.* 3½*d.* *Whitmore*, 2 Basinghall-st.; 11 to 3.

STENHOUSE, Thomas, Warehouseman, 9 Friday-st., Cheapside. First, 7½*d.* *Whitmore*, 2 Basinghall-st.; 11 to 3.

WALLWORK, James, Cotton Spinner, Chorley. First, 13*s.* 7½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Friday, *Feb.* 19, 1858.

BAGOT, John Lawler. First, 12*s.* *Morgan*, 10 Cook-st., Liverpool; Mar. 3, or any subsequent Wednesday, 11 to 2.

BAILEY, William, jun., Carver and Gilder, 68 Bush-lane-st., Hoxton. First, 4*d.* *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

BUDDLE, William, Builder, Delamere-ter., Paddington. First, 3*s.* 4*d.* *Edwards*, 22 Basinghall-st.; Wednesday next, and three subsequent Wednesdays, 11 to 2.

DOBSON, WILLIAM, & JOHN THOMAS ROBSON, Silk Throwsters, Derby. First, 2s. 6d. *Harris*, Middle-pavement, Nottingham; next three Mondays, 11 to 3.

DUVALL, CHARLES, Provision Merchant, 9 Crosby-rd., Walworth-rd., and 6 Queen's-bldgs., Knightsbridge. First, 3s. 3d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

EDWARDES, JOHN, Wine Merchant, Wolverhampton. First, 6d. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

FOSSEY, GEORGE, & JAMES STEEL, Timber Merchants, Norway Wharf, Millwall. Third, 9½d., joint est., and first 10s., sep. est. of G. Fossey. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

GIFFORD, WILLIAM, Saddler and Harness Maker, St. Ives, Huntingdonshire. First, 3d. *Pennell*, 3 Guildhall-chambers; any Tuesday.

JACOB, CHARLES, Merchant, Ingram-ct., Fenchurch-st. Third, 1¾d. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

LEWIS, FREDERICK, Surgeon, 8 Surrey-pl., Kennington-park. First, 3s. 0½d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

MCLENNAN, JAMES. First, 4s. 1d. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

MAPP, JOHN, jun., Licensed Victualler, Calthorpe Arms, Gray's-inn-lane. First, 13s. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

MILNES, ABRAHAM, & JAMES MILNES, jun., Cotton Spinners, Buck Mills, near Oldham, Lancashire. First, 4s. *Fraser*, 45 George-st., Manchester; Mar. 2, or any subsequent Tuesday, 11 to 1.

REDPATH, LEOPOLD, Dealer in Shares, 27 Chester-ter., Regent's-park, and of the Great Northern Railway Company's Office, King's-cross. First, 9s. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

RUTHERFORD, THOMAS, Bengal Merchant, Moradabad. Sixth, 1s. 1½d. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

SHAW, JAMES, Grocer, Southover, near Lewes, Sussex. First, 7s. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

WARINGTON, THOMAS, Corn and Seed Merchant, New Corn Exchange, Mark-lane, and 35 Mark-lane. First, 3s. 8d. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

WIKMAN, NILS WILHELM, Shipchandler, 103 Minories. Second, 3s. *Pennell*, 3 Guildhall-chambers; any Tuesday, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb.* 16, 1858.

BOWHAY, JOHN LEAKEY, Agricultural Implement Maker, Modbury, Devon. Mar. 10, at 11; Queen-st., Exeter.

BROWN, JOHN MAYOR, Apothecary, Kineton, Warwickshire. Mar. 12, at 10; Birmingham.

CHOAT, JAMES, Tailor, late of 14 Bishopsgate-st., afterwards of 6 Albert-rd., Dalston. Mar. 9, at 11; Basinghall-st.

CROSS, CHRISTOPHER, Cotton Manufacturer, New Town-mill, Habergham Eaves, near Burnley, Lancashire. Mar. 9, at 12; Manchester.

DAUNT, EDWARD RUSSELL, & GEORGE BOWERBANK, Metal Brokers, Liverpool. Mar. 11, at 11; Liverpool.

DUCKWORTH, WILLIAM, Cotton Manufacturer, Primrose-mill-church, Accrington, also of Lumb, Rossendale, Lancashire. Mar. 11. at 1; Manchester.

FARRINGTON, HENRY, Auctioneer, Walsall. Mar. 12, at 10; Birmingham.

GIBSON, ELI, Builder, Wilby, Northamptonshire. Mar. 10, at 12; Basinghall-st.

GILBERT, THOMAS WILLIAM, Sail Maker, 10 Railway-pl., Fenchurch-st., and of Victoria-wharf, Narrow-st., Limehouse. Mar. 10, at 2; Basinghall-st.

LANE, JOSEPH, & GEORGE WACEY STEVENSON, General Merchants, 112 Fore-st., Cripplegate. Mar. 9, at 1; Basinghall-st.

MCDONALD, JOHN CAMPBELL, & ANDREW THOMPSON HONEYMAN DALZIEL, Wine and Spirit Merchants, Liverpool. Mar. 11, at 11; Liverpool.

MILES, WILLIAM, Corn and Wool Merchant, New Corn Market, Mark-lane, and Hornchurch, Essex. Mar. 10, at 1; Basinghall-st.

MONK, WILLIAM KING, Cheesemonger, 265 High-st., Southwark. Mar. 9, at 2.30, Basinghall-st.

FRIDAY, *Feb.* 19, 1858.

BARTON, HENRY, Shipowner, Liverpool. Mar. 12, at 11; Liverpool.

BOYS, GEORGE, Builder, Park-st., Bromley, Middlesex. Mar. 15, at 12; Basinghall-st.

BROWN, ALEXANDER, & ROBERT GLASS, Ship Chandlers, Liverpool. Mar. 12, at 11; Liverpool.

BURY, THOMAS, Dyer, Salford, Lancashire. Mar. 18, at 12; Manchester.

BUTLER, JAMES HENRY, Merchant, Liverpool. Mar. 18, at 12; Liverpool.

CATTLOW, JOSHUA REYNOLDS, Scrivener, Cheadle, Staffordshire. Mar. 12, at 10; Birmingham.

CHAMBERS, JABEZ, Grocer, Albion-st., Cheltenham, and of Prestbury. Mar. 16, at 11; Bristol.

CLEMENTS, THOMAS BOON, & HENRY POTTER, Wholesale Toy Dealers, Bristol. Mar. 22, at 11; Bristol.

CRABTREE, JAMES, & JOHN CRABTREE, Cotton Manufacturers, Lane-bridge, Habergham Eaves, Lancashire. Mar. 15, at 12; Manchester.

HANDY, CHARLES EDWARD, Apothecary, Darlaston, Staffordshire. Mar. 12, at 10; Birmingham.

HILL, FRANCIS, Commission Agent, Withy Bank, Oldswinford, Worcestershire. Mar. 12, at 10; Birmingham.

MCLACHLAN, PETER, Baker, 6 Birchin-lane, Cornhill, also of 1 St. George's-terr., Kilburn. Mar. 15, at 11; Basinghall-st.

MOSS, HENRY ELIAS, Merchant, Liverpool. Mar. 12, at 12; Liverpool.

PICKERING, HUGH, JOHN PICKERING, RICHARD CATON PICKERING, and JOHN WILSON PICKERING, Cotton Spinners, Burnley, Lancashire. Mar. 12, at 1; Manchester.

ROACH, THOMAS, Mining Agent, Broad-st.-chambers, 37 Old Broad-st. Mar. 11, at 1; Basinghall-st.

ROBLEY, RICHARD, and EDMUND WALTER BRIDGE, Lace Manufacturers, Nottingham. Mar. 23, at 10.30; Shirehall, Nottingham.

SEVENSTER, SYBE JANS, Merchant, 72 Mark-lane. Mar. 12, at 1; Basinghall-st.

STACY, WILLIAM ROBERT, Tailor, 17 Tichborne-st., Haymarket. Mar. 12, at 1; Basinghall-st.

STUART, JOHN, Coffee-house Keeper, Wigan, Lancashire. Mar. 16, at 12; Manchester.

TOWERS, SAMUEL, Looking-glass Manufacturer, 91 Pitfield-street, Hoxton. Mar. 12, at 2; Basinghall-st.

WARBRICK, JAMES, Dealer in Fancy Goods, Burlington-arcade. Mar. 9, at 2; Basinghall-st.

WATES, JAMES, Hotel Keeper, Gravesend. Mar. 12, at 12; Basinghall-st.

WATKIN, WILLIAM, Miller, Brompton Mill, Churchstoke, Salop. Mar. 12, at 10; Birmingham.

WATKINS, WILLIAM HENRY, Innkeeper, Portsea, Hants. Mar. 12, at 1; Basinghall-st.

WHITWILL, GEORGE, Ship Owner, Bristol. Mar. 22, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 16, 1858.

BAKER, GEORGE, Flour Factor, King's-cottage, North End, Fulham. Feb. 12, second class.

BINGHAM, THOMAS, Draper, Holbeach, Lincolnshire. Feb. 9, third class.

BURTON, BENJAMIN FLETCHER, Timber Merchant, Nottingham. Feb. 9, third class.

CLARKE, JAMES, Timber Merchant, Bridge Wharf, Kingsland. Feb. 12, first class.

FARNSWORTH, JAMES, Joiner and Builder, Codnor, Heanor, Derbyshire. Feb. 9, third class.

GOSSLING, GEORGE, Baker, 10 Upper Bemerton-st., Caledonian-rd., and 110 Curtain-rd., Shoreditch. Feb. 9, third class.

HAYWARD, JOSEPH, Innkeeper, Rose and Chequers Inn, Market-pl., Andover. Feb. 10, third class.

JONES, JOHN, Tailor, Preston. Feb. 9, third class.

JUNCKER, PHILIP ANDREW AUGUST, Merchant, Liverpool. Feb. 8, first class.

LAMB, HENRY, Bookseller, Norbiton, Kingston, Surrey. Feb. 10, third class; to be suspended for 6 months from Nov. 17, 1857.

MCLENNAN, JAMES, Shawl and Cloak Warehouseman, Liverpool. Feb. 8, second class; to be suspended for nine months from Feb. 8.

MARSHALL, THOMAS JOHN, Engineer, 80½ Bishopsgate-st. Without. Feb. 10, second class.

NUTTALL, ROBERT DURNING, Licensed Victualler, Liverpool. Feb. 2, second class.

OSBORN, HENRY, Wine and Spirit Merchant, Old Trinity House, Water-lane, and Catherine Wheel, Great Windmill-st., Haymarket. Feb. 11, second class.

ROGERS, ELIZABETH, Hosier, 5 Westminster-bridge-rd. Feb. 11, second class.

ROWLANDS, JOHN, Joiner, St. Asaph, Flintshire. Feb. 8, second class.

SMITH, MATTHEW, Steel Manufacturer, Sheffield. Jan. 30, third class; to be suspended for six months from Jan. 30.

SMITH, RICHARD, Butcher, Salehurst, near Harst-green, and of Sedlescomb, near Battle, Sussex. Feb. 12, first class.

TOMSON, JAMES SAMUEL WILLIAM, and ALBERT THOMAS TULL, Fancy Box Manufacturers, 46 & 47 Beech-st., Barbican, and 6 Commercial-pl., City-rd. Feb. 12, second class.

WEBSTER, WILLIAM HUCKS, Corn Merchant, Chipping Ongar, Essex. Feb. 10, second class.

FRIDAY, *Feb.* 19, 1858.

BLACKHURST, JAMES, Attorney-at-Law, Liverpool. Feb. 13, 2nd class; to be suspended for twelve months.

GRANGER, WILLIAM, Licensed Victualler, Wolverhampton. Feb. 12, 2nd class.

GULL, GEORGE, Tallow Broker, 1 Belsize-ter., Hampstead, Middlesex, and 75 Old Broad-st. Feb. 13, 2nd class.

JOHNSON, SAMUEL WELTON, Printer, Birmingham. Feb. 12, 2nd class.

JONES, HENRY FREDERICK, Merchant, Manchester. Feb. 12, 3rd class; after a suspension of nine months from May 8, 1857.

LEMPRIÈRE, LEON, General Merchant, 2 Brunswick-pl., City-rd., and 123 Fenchurch-st. Feb. 16, 3rd class.

LINGS, JOHN BENJAMIN, & JOHN LINGS, Cheesemongers, High-st., Southwark. Feb. 16, 2nd class.

MOORHOUSE, JAMES, jun., Cotton Spinner, Summerseat, Bury, Lancashire. Feb. 10, 2nd class.

MOSELEY, HENRY BENJAMIN, Dentist, Grantham and other places, Lincolnshire, and of Great Vine-st., Regent-st., Middlesex. Feb. 16, 2nd class.

WILKINS, JOHN, Innkeeper, Backwell, Somersetshire. Feb. 16, 2nd class.

Professional Partnerships Dissolved.

TUESDAY, *Feb.* 16, 1858.

ROSCOE, HENRY, Gent., & EDWARD STATTER CARR, Gent., Attorneys and Solicitors, 4 Frederick's-pl., Old Jewry. By mutual consent; Feb. 12.

Friday, Feb. 19. 1858.

HANBURY, J. BASS, & WM. SIDNEY SMITH, Attorneys and Solicitors, Leamington Priors, Warwickshire. By mutual consent, Feb. 6.

RICHES, JONATHAN, & JOHN FARR RANDALL, Attorneys and Solicitors, 14 Gray's-inn-sq. By mutual consent, Feb. 16.

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 16, 1858.

CAMIDGE, WILLIAM, Draper, York. Jan. 19. *Trustees*, J. G. Cooper & W. Hirst, Merchants, Manchester. Creditors to execute before Mar. 22. *Sol.* Cooper, Manchester.

CANN, WILLIAM, & JOHN CANN, Butchers, Newton St. Cyres, Devon. Jan. 18. *Trustees*, R. Brown, Gent., Dunscombe Crediton, Devon; J. Pearce, Gent., Newton St. Cyres. Creditors to execute before Feb. 28. *Sol.* Creave, Crediton.

FOX, WILLIAM, Painter and Shoe Dealer, Penrith, Cumberland. Feb. 6. *Trustee*, G. Dunn, Gardener, Edenhall, Cumberland. Creditors to execute before April 7. *Sol.* Brimskill, Penrith.

FRENCH, ROBERT, Shipowner, Sunderland. Jan. 20. *Trustees*, E. Smith, Printer, Sunderland; W. C. Fairley, Chemist and Druggist, Sunderland. *Sols.* Ranson & Son, Sunderland.

GODFREY, HENRY, Baker, Rose-st., Bristol. Jan. 30. *Trustees*, W. Proctor, Corn Merchant, Abbey Mills, Tewkesbury; R. Proctor, Flour Merchant, Nafford Mills, Pershore. *Sol.* Ayre, 21 Bridge-st., Bristol.

LIGHTING, CHARLES, Corn Merchant, Attleborough, Norfolk. Feb. 6. *Trustee*, T. W. Read, Merchant, Trowse, Norwich. *Sols.* Jay & Pilgrim, Norwich.

MAIDMENT, JAMES, Retailer of Beer, Lord Raglan, Windsor. Jan. 30. *Trustees*, W. T. Farnell, Brewer, Isleworth; R. C. Adcock, Ironmonger, Halkin-st., Belgrave-sq. *Sol.* Cattlin, 22 Ely-pl., Holborn.

PEFFANY, GEORGE, and EDWARD PANETTY, Ship Chandlers, Bute-st., Cardiff. Jan. 29. *Trustee*, M. A. Squire, Wholesale Ship Chandler, 173 High-st., Shadwell. Creditors to execute before April 22. *Sol.* Jones, 11 Gray's-inn-sq.

PHILLIPS, JOHN, Grocer, Cwm Avon, Glamorganshire. Jan. 18. *Trustee*, John Shute, Wholesale Grocer, Bristol. *Sols.* J. & H. Livett, Albion-chambers, Bristol.

SMITH, CHARLES, and JOSEPH CLARK, Bricklayers, Skirbeck, Lincolnshire. Feb. 10. *Trustees*, J. Thorpe, Innholder, Skirbeck; C. Whitworth, Builder, Boston. *Sols.* Millington & Cook, Boston.

SMITH, JOHN TODD, Farmer, Goswick, Northumberland. Feb. 9. *Trustees*, T. Pinkerton, Farmer, Ancroft; A. Thompson, Ironmonger, Berwick-upon-Tweed. Creditors to execute before May 10. *Sol.* Willoby, Berwick-upon-Tweed.

TWIBELL, JOHN, Farmer, Laxton, Notts. Feb. 8. *Trustees*, J. Keyworth, Maltster, Laxton; T. Denman, Land Valuer, Bevercotes. Creditors to execute before May 9. *Sol.* Smith, Carlton-upon-Trent, Notts..

FRIDAY, *Feb.* 19, 1858.

BEAZLEY, JOSIAH, Cotton Broker, Liverpool. Feb. 15. *Trustee*, H. W. Banner, Accountant, Liverpool. *Sol.* Tyrer, Heather Lea, Walton-on-the-hill, Lancashire.

BOND, JAMES, Watch Manufacturer, 51 Spencer-st., St. James, Clerkenwell. Feb. 8. *Trustees*, J. Dean, Money Exchanger, Coventry-st., Piccadilly; C. B. Holliday, Watch Case Maker, Upper Charles-st., Northampton-sq., Clerkenwell. *Sols.* Boultons, Northampton-sq.

ELLIOTT, JOHN, Sanitary Fitter, Ely. Feb. 13. *Trustee*, J. Cropley, Gent., Ely. Creditors to execute before May 14. *Sol.* Marshall, Ely.

EVANS, WILLIAM, Mason, Llandudno, Carnarvonshire. Jan. 23. *Trustee*, J. Jones, Brick Maker, Llandudno. *Sol.* Preston, Rhyl, Flintshire, and Chester.

HARRISON, ANN, Draper, Sheffield. Jan. 23. *Trustees*, F. Dennant, Warehouseman, Aldermanbury; C. Evans, Warehouseman, Cannon-st. West. *Sol.* Turner, 68 Aldermanbury.

LEIGH, HENRY JONES, Draper, 76 Leather-lane, Holborn. Jan. 27. *Trustees*, W. Neville, Warehouseman, Gresham-st. West; A. Beater, Warehouseman, Aldermanbury. *Sol.* Turner, 68 Aldermanbury.

SMITH, STEPHEN, Farmer, Salehurst, Sussex. Feb. 11. *Trustees*, T. Hickes, Gent., Hastings; J. Caffyn, Draper, Salehurst. *Sol.* Phillips, Hastings.

TATNELL, JOHN, sen., & JAMES TATNELL, Ollmen, Pegwell-bay, St. Lawrence, near Ramsgate (J. Tatnell & Son). Feb. 5. *Trustee*, L. Elliott, Earthenware Manufacturer, Dale Hall Pottery, Longport, Staffordshire. *Sol.* Scott, 4 Skinner-st., Snow-hill, London.

TAYLOR, WILLIAM HENRY, Coal Merchant, Evesham, Worcestershire, & GEORGE COWDERY, Contractor's Agents, Saxmundham, Suffolk. Jan. 26. *Trustees*, T. Sarjeant, Gent., Evesham; T. D. Clare, Coal Merchant, Birmingham. *Sol.* Eades, Evesham.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 16, 1858.

DRAPER, JOHN, Wheelwright, Great Yarmouth (who died in March, 1829). Re Draper's Estate, Gowing *v.* Goodcheap, M. R. *Last Day for Proof*, Mar. 13.

FRITH, CHARLES, Esq., New-sq., Lincoln's-inn, and of Park-village West, Regent's-park (who died in Oct., 1851). Frith *v.* Frith, V. C. Kindersley. *Last Day for Proof*, Mar. 20.

FRIDAY, *Feb.* 19, 1858.

CARPENTER, Captain EDWARD JOHN, R.N., 8 Duchess-st., Marylebone (who died in Sept., 1857). Vance *v.* Bond, V. C. Stuart. *Last Day for Proof*, Mar. 31.

DAVIES, Rev. JOHN, Haskayne, Downholland, Lancashire (who died in Aug., 1810). Jenkinson *v.* Davies, M. R. *Last day for Proof*, Mar. 19.

DAVIES, WILLIAM, Stock and Share Broker, Liverpool (who died in Aug., 1857). Davies *v.* Bardswell. *Last day for Proof*, Mar. 22, at office of Registrar for the Liverpool District of the County Palatine of Lancaster, 1 North John-st., Liverpool.

HORTON, ELIZABETH, Widow, Southgate-rd., Ball's-pond-rd., West Hackney (who died on July 18, 1856). Dady *v.* Hartridge, V. C. Kindersley. *Last Day for Proof*, Mar. 18.

MORNINGTON, Right Honourable WILLIAM POLE TYLNEY LONG, Earl of (who died in July, 1857). Burgess *v.* Richardson, M. R. *Last Day for Proof*, Mar. 12.

ROWLAND, THOMAS, Queen Ann's-cottage, Plymouth (who died in July, 1855). Pontey *v.* Tucker, M. R. *Last Day for Proof*, Mar. 10.

THOMAS, Dame ELIZABETH ANN, Clifton, Bristol (who died in May, 1854). Thomas, Bart. *v.* Maltby, M. R. *Last Day for Proof*, Mar. 12.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 16, 1858.

LIMITED, IN BANKRUPTCY.

THE HUNGERFORD HALL DINING COMPANY (LIMITED).—Mr. Com. Fonblanque has appointed Mar. 2, at 1, at Basinghall-st., for proofs of debts.

FRIDAY, *Feb.* 19, 1858.

UNLIMITED, IN CHANCERY.

NANTILLE VALE SLATE COMPANY.—Creditors of this Company are, on or before Mar. 8, to prove their debts at the Master of the Rolls' Chambers; And his Honour will, on Mar. 15, at 12, adjudicate upon the said claims. Particulars of such claims to be forwarded to Messrs. Harrison, 5 Walbrook, the Solicitors for the Official Managers.

ROYAL BANK OF AUSTRALIA.—Creditors of this Company are peremptorily to come in and prove their debts before Master Richards, at his Chambers, in Southampton-bldgs., on or before Mar. 12.

Scotch Sequestrations.

TUESDAY, *Feb.* 16, 1858.

BURNSIDE, WILLIAM, Draper (William Burnside & Co.), Castle-Douglas. Feb. 25, at 12; Douglas Arms-inn, Castle-Douglas. *Seq.* Feb. 12.

DEY, PETER, Fish Merchant. Feb. 23, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 12.

GRANT, DONALD, Innkeeper, Walkmill, Cromdale, Inverneshire. Feb. 23, at 12; Grant Arms-inn, Grantown. *Seq.* Feb. 11.

JOHNSTON, JAMES, jun., and WILLIAM JOHNSTON, Shipbuilders, Stirling (James Johnston & Sons). Feb. 23, at 2; Red Lion-hotel (Campbell's), King-st., Stirling. *Seq.* Feb. 11.

LENNOX, THOMAS, Agent, Kintillo, Bridge of Earn, Perthshire. Feb. 22, at 1; Solicitors' Library, Perth. *Seq.* Feb. 10.

M'FADZEAN, CHARLES, Millwright, Cross-hill, Ayrshire. Feb. 23, at 1; Star-hotel, Ayr. *Seq.* Feb. 10.

RITCHIE, MUNGO (Thoms & Ritchie), Clothiers, Dundee. Feb. 22, at 1; British-hotel, Dundee. *Seq.* Feb. 11.

STEWART, CHARLES (Charles Stewart & Co.), Dyers, Mile-end, Glasgow. Feb. 19, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 11.

WILLIAMS, JOHN, Stratheden Farina Works, Cupar, now in the Prison of Cupar. Feb. 22, at 1; Royal-hotel, Cupar. *Seq.* Feb. 9.

WILSON, MARMADUKE HENRY, Professor of Music, Balmoral-ter., Kilmarnock. Feb. 23, at 12: Black Bull-hotel, Portland-st., Kilmarnock. *Seq.* Feb. 13.

WRIGHT, ALEXANDER BALFOUR, & WALTER RENWICK, Nurserymen and Seedsmen, Edinburgh (Wright, Renwick, & Co.). Feb. 19, at 2; Dowell's & Lyon's-rooms, 18 George-st., Edinburgh. *Seq.* Feb. 11.

FRIDAY, *Feb.* 19, 1858.

CLARK, JOHN, Coach Hirer and Hotel Keeper, Holytown, Lanarkshire. Feb. 25, at 1.30; Royal-hotel, Airdrie. *Seq.* Feb. 15.

DUNN, WILLIAM, Brass-founder, Calton, Glasgow (Dunn & Steven). Feb. 23, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 13.

GLOVER, JOHN, Cook and Confectioner, Greenock. Feb. 27, at 2; Royal-hotel, East Breast, Greenock. *Seq.* Feb. 17.

GRANT, CHARLES, Farmer, Delmore, Boharm, Banffshire. Feb. 27, at 12; Gordon Arms-inn, Keith. *Seq.* Feb. 15.

HAND, WILLIAM HUDSON, sometime residing in Edinburgh, now residing in Peebles. Feb. 23, at 12; Crown-hotel, High-st., Peebles. *Seq.* Feb. 15.

PATON, JAMES, Cabinet Maker, Wellington-st., Glasgow. Feb. 23, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 13.

SHEPHERD, JAMES, Merchant, Aberdeen. Feb. 26, at 12; Royal-hotel, Aberdeen. *Seq.* Feb. 16.

YOUNG, JAMES, Farmer, Woodside Kilwinning, Ayrshire. Feb. 27, at 12; King's Arms-inn, Irvine. *Seq.* Feb. 16.

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We cannot notice any communication unless accompanied by the name and address of the writer.

Advertisements can be received at the Office until six o'clock on Friday evening.

THE SOLICITORS' JOURNAL.

LONDON, FEBRUARY 27, 1858.

THE CHANGE OF MINISTRY.

The motives of men are as various as the degrees of their ingenuity in concealing them, and therefore it is by no means easy even for a native to understand what the House of Commons meant by its vote of Friday week, while the puzzle must be hopeless to a foreigner. It is, perhaps, fortunate in this instance that there is but a slight demand upon the industry of French journalists. Were it otherwise, we can imagine the perplexity and despair of a Parisian contemporary forced by his readers' appetite for news to expound to them, firstly, what the English House of Commons voted, and secondly, why they voted it.

The motion was, "that the Conspiracy Bill be now read a second time." An amendment was proposed to leave out from the word "that" to the end of the question, and substitute Mr. Milner Gibson's words. The question was put, "that the words proposed to be left out stand part of the question," and the House divided, ayes, 215; noes, 234; so the question was answered in the negative. Now, we suppose that the sages who are deep in the unwritten law of Parliament know exactly what this means, although, if they did, some small revelation of their wisdom would not have been out of place during a debate in which the leading speakers differed altogether as to the effect of the anticipated division. Some declared that the amendment was fatal to the Bill; others, that the amendment had nothing to do with the Bill; and the Lord Advocate affirmed both these propositions, apparently insensible of the self-contradiction which Mr. Gladstone alleged that he had fallen into. But, amid all this darkness, there was light enough to see the way into the Ministerial or the Opposition lobby, and that was as much as most members wanted. If, however, an English elector should endeavour to make out from the newspapers what the representatives of the people have been doing, we fear that he would be as unsuccessful as a French journalist. The House voted "that the words proposed to be left out should *not* stand part of the question." In what state, then, is that question left? It begins and ends with "That." Motion made, and question proposed, "That ——." How is the blank to be filled up, and upon what authority? May an independent member occupy it as a *bonum vacans*, and put to the House a proposition that John Bull will stand no nonsense from France; or that in the opinion of this House it is disagreeable to pay income-tax; or that the East India Company is an old woman; or that it is a cold night? Or is the prevailing sentiment of the winners to find an expression here by putting in the words, "Palmerston is out, and we are glad of it." The daily papers told us next day that the majority was against the second reading, and that the amendment was then put and agreed to; but afterwards it appeared that the second statement was certainly, and the first possibly, incorrect; and we were requested to attribute the mistake to the noise and confusion which prevailed. But surely the apology was superfluous. It was not cheers and throwing up of hats, but the curious technicalities of the procedure that caused a difficulty only second to that of explaining what is meant by the "previous question"—another constitutional mystery which, we imagine, can only be thoroughly penetrated by the help of light radiating from the Speaker's chair.

But if we could tell what the House of Commons has done, it would still be quite impossible to explain, even to ourselves, why they did it. We again congratulate foreign nations that their rulers are not so "fond of liberty" as to leave to them the unrestrained perusal of all the speeches that are made in England. It is to be hoped that all disreputable refugees will delay to set foot upon our shore until they understand the law under which they propose to live. The Attorney-General makes a speech, proving at least this, that M. Simon Bernard has of all men most cause to lament the downfall of the late Government, inasmuch as its chief law-officer had completely put himself out of court, and insured, as far as argument could do so, the failure of any prosecution of aliens as alleged accomplices in the conspiracy. "The state of the law I believe to be this—that foreigners are able to do in this country that which your own subjects are unable to do." These are words which most people, except Lord Cranworth, believe to have been spoken by Sir Richard Bethell. They produced the unexampled spectacle of unanimity amongst the legal peers. Lord Campbell was astonished and distressed. The language attributed to Sir R. Bethell was not the law of England, and it was of the last importance to make known what that law was. And then he proceeded to expound the law, and Lord Cranworth followed to the same effect, and Lord Lyndhurst "concurred," and Lord Brougham "entirely agreed," and Lord Wensleydale "was understood to express his assent," and—last and most wonderful of all—Lord St. Leonards "entirely concurred." But when we examine a little more closely this unanimous judgment of the House of Lords, we become aware that it was not delivered under the sense of the judicial function, and that, in fact, Lord Campbell had done his day's work in the city, and was disposed to join the other elderly peers in a comfortable talk over leading topics. The hour was unsuitable for disputation, and accordingly the Chief Justice confined himself to such generalities as could not easily break the prevailing harmony. "Aliens while under the protection of English law are bound to obey that law." Thus speaks Lord Campbell. "I concur," says Lord Cranworth; and a chorus of ex-chancellors echoes, "I concur." But what is that law which aliens are bound to obey? In answering that question—which is the whole question—we fear that discord would be stirred amid the tuneful quire.

One proposition, however, was distinctly laid down by Lord Campbell. He declared that, "to conspire anything which is *malum in se* in England, is an offence liable to prosecution." Sir R. Bethell, as we understand, does not dispute this doctrine; but he warns the House that no confidence can be placed upon general expressions—such, perhaps, as judges indulge in after they have done work—and he demands a precedent. But if decision can only rest upon decision, the want of foundation forbids the erection of superstructure, a chapter of English law must remain unwritten, and the prosecution of foreigners for conspiring to commit murder is not an enterprise that can be hopefully undertaken by the Crown lawyers. As we pointed out in a former article, an English-born subject, proved on sufficient evidence to have shared in concocting the late

attempt, might be convicted under the statute of George 4 as accessory before the fact to murder. Sir R. Bethell says that this Act "is confined entirely to natural-born British subjects," and this point Lord Campbell does not meet except by astonishment and distress, and vague talk about the law being the same for all, Englishmen and foreigners. There is, of course, the further question, Whether an alien, having shared in the late plot, could be convicted of a conspiracy to do an illegal act. Here Lord Campbell is more distinctly opposed to Sir R. Bethell, and it is possible that his opinion is better founded, and would be upheld after elaborate argument by a majority of the fifteen judges.

With the political aspect of the late discussions in the two Houses this journal has no concern. We have considered them simply as exemplifying, in a very striking manner, certain great imperfections of the English law, which it appears almost impossible to remedy. If any one were capable of looking at the question apart from the events and the excitement of the past week, it would probably be felt that an important branch of our law is in a very discreditable state, and that no time should be lost in its amendment. Lord Campbell appears convinced that if our law were actually such as had been represented, we should incur the contempt of Europe. It is to be feared that this conclusion is correctly drawn, and that the premises are real, and not merely imagined by Sir Richard Bethell, or by a reporter in the gallery of the House of Commons. It must appear strange to our neighbours that we cannot agree what is our law upon so plain a point, and stranger still that, when our Legislature is actually sitting, it should practically refuse to remove a doubt, of which the very existence is a national reproach. And not only do we decline in this respect to amend our law, but whatever chance there may have been of other legislative improvements is flung aside or postponed for the turmoil of party warfare. It cannot be expected that the new Government, at least during the present session, will have an hour's leisure from the paramount duty of self-defence. If, however, the life of the Ministry should be prolonged further than now appears probable, we may expect it to develop an activity in proposing reforms which, indeed, will be the condition of its existence. We apprehend it is not generally anticipated that the new Lord Chancellor will become eminent as a judge in equity. But he may do something, if the opportunity be allowed him, towards passing useful measures for the amendment of law and practice; and he is not committed, like some potential chancellors, to any extravagant opinions or extensive promises of change. It must be satisfactory to the profession to reflect that the Lords Justices alone can deal with the Chancery appeals; and, as a Minister of Justice, Sir F. Thesiger may possibly be found useful.

THE STATUTE LAW COMMISSION.

Were it not for the curiosity of such gentlemen as Mr. Locke King, the English public would be kept in ignorance of the very existence of many of its institutions. Notwithstanding all our passion for publicity, and our faith in public opinion, there is a considerable sprinkling of public bodies and functionaries whose proceedings would altogether elude the vulgar gaze, and escape popular comment, if we had not those useful things called parliamentary returns. To one of these, which has recently seen the light, we are indebted for all that we know—since the former blue book—of the workings of that most mysterious Commission, which was appointed three years ago "for the purpose of consolidating the statute laws of the realm." Many of our readers will remember the three reports of these Commissioners which have already been presented to Parliament. We weakly indulged the hope, from the penitential tone which pervaded the last, that, before another appeared, something actual, if not useful, would be accomplished by Mr. Bellenden Ker (who appears to be the Commission himself) and his army of draftsmen. We were told that many Bills were in "an advanced state of preparation," and that many more were positively delivered and ready to be submitted to the Legislature; to say nothing of the plentiful shower of other Bills that was then soon expected to descend over the entire domain of jurisprudence. After so many glowing promises of amendment, in every sense of the word, the "Minutes of Proceedings," which have just been given to the world at the request of Mr. Locke King, to our mind deserve to be received with something like indignation. If the publication of these Minutes have not the effect of abolishing the Commission, and of placing the work of revising our statute book in other hands than Mr. Ker's, it can only be because so few persons take any interest in the question, and so few, therefore, will be at the trouble of reading an account of what this Board has done and neglected to do since August, 1855.

Those who know the history of the eight Bills for consolidating the Criminal Law, which have been the stock in trade of the Board within the past twelve months, will not be surprised to hear that the Commissioners have not even now settled what they really ought to do or to aim at. They are still altogether adrift, without rudder or compass, on a sea of doubt and speculation—a matter, however, which seems to trouble them very little, as it does not appear that they have ever yet attempted to deal with the difficulties of their position, or even seriously to discuss them. Everything of the least importance that transpired at their meetings is duly chronicled in these minutes, and yet they have never come to any resolution upon questions of vital importance, without the solution of which all their efforts must be characterised by the rudest empiricism, and can result only, as we have seen, as to the subject-matter, in making confusion worse confounded; and as to the profession, in disgust or disappointment. A great number of gentlemen have been employed upon a great number of subjects, and a great deal of money and time has been expended, within the last three years, professedly in carrying out the important work intrusted to the Commissioners, and yet literally nothing has been done. Who can be surprised at this, when he finds that there has been neither plan nor principle for the guidance of the workmen? So recently as the 13th of last May, after all the Bills relating to property—say thirty—had been sent in and paid for, Mr. Ker discovers, for the first time, from an examination of the Bills themselves, that this process of consolidation cannot be applied indiscriminately to the whole body of statute law; or, indeed, to any but what he contents himself by describing as "modern enactments;" and having stated that he was preparing, in conjunction with Mr. Coulson, a paper on the subject—which, by the bye, has never since been heard of—all these property Bills, which constituted so large a part of the Commissioners' capital in their last report, have been laid upon the shelf. In other words, according to their own showing, nearly all the work which they have done is altogether worthless, because they did not first consider whether it ought to be, or could be done.

It is bad enough to learn that the Commissioners have been so long acting upon the false theory that the principle of consolidation was applicable to all our statutes, and to find that a great deal of time and money which could ill be spared from the work of law amendment has consequently been lost; but who can have patience to hear that, even where it is agreed that consolidation is possible, it is not yet settled what consolidation is to mean? Whether it is to include the admitted imperfections in law, or obvious and indisputable errors in the language of statutes, and to precede amendment, or to be somewhat discriminating and eclectic in its operations, is still an open question, determinable very much at the option and according to the fancy of the individual draftsman. One would have thought that such

considerations as these would have been among the first to have been mooted; or, at all events, that something in relation to them would have been decided before undertaking the execution of a task which must necessarily depend for its success upon their solution. But judging from the "Minutes" now before us, we can come to no other conclusion than that these and other fundamental principles have never received any particular discussion or consideration from this Commission, beyond casual conversations elicited by the failures and defeats, which have served from time to time to remind the world that the body still lives and has the privilege of drawing cheques on the Treasury. That this privilege has not been allowed to fall into desuetude may be inferred from the fact, that within the past year 650 guineas have been paid to one gentleman for drawing a Bill to consolidate the Stamp Acts, and to the same gentleman £200 on account of a Bill consolidating the law of joint-stock companies and partnerships.

From these and other items we may judge that the total expenditure attending this, the most abortive of all attempts at law reform, will not be inconsiderable. How much larger it is to become, or how much longer it is to continue with like results, we suppose mainly depends upon Mr. Ker's intrepidity of face, and how long he is capable of maintaining it: unless, indeed, a department of justice steps in to interfere with the quiet little meetings and timid little counsels of this Board. If the entire subject were not too far removed from public interest, the Statute Law Commission would long ago have been swept away as a thing much worse than useless. As matters stand, its incompetency is screened by a number of legal dignitaries, who sometimes attend its meetings, but, as might be expected, do little more towards carrying out its objects. The profession is overawed by the great names that are mixed up in its proceedings, and the public supposes that, if Lord Brougham, Vice-Chancellor Wood, Mr. Walpole, and lawyers of such a stamp, cannot revise the statute-book, the work is incapable of achievement, and that, according to the old adage, "What can't be cured must be endured." We implore all persons of this way of thinking, who care about the matter, whether lay or professional, to read the blue books and returns which this Commission has furnished to Parliament, and to judge for themselves. Our verdict is, that they furnish the most conclusive argument for the speedy appointment of a Minister of Justice, notwithstanding the very absurd explanation which Lord Palmerston has recently vouchsafed of the views of the late Government on that subject.

Legal News.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

In re Edward Watts, a Solicitor.—Feb. 20.

The LORD CHANCELLOR this morning gave judgment in this case, which was reported by us on the 13th instant. After going through all the transactions in minute detail, he said that the conduct of Mr. Watts in reference to the proposed mortgage did not, upon examination, retain the appearance it assumed upon the first blush. There could be no doubt that Mr. Formby intended to leave the £1,000 in Mr. Watts's hands until the proposed mortgage securities could be perfected. It appeared that these securities were in the course of preparation, and would, doubtless, have been completed but for the insolvency of Mr. Watts. The first part of the case against Mr. Watts resolved itself into this—that, knowing himself to be in insolvent circumstances, he had retained in his possession certain moneys placed in his hands by a client for investment. No doubt it was the duty of Mr. Watts either to have seen the securities perfected before his insolvency, or have returned the money to his client; but his not having taken either of those courses could hardly be deemed sufficient to justify the Court in removing his name from the roll of solicitors. The other charge against Mr. Watts was, that he had stated an untruth to Mr. Formby, in telling him that he had paid over the £1,000 to Green. Such a mis-statement, however, was not in any manner conducive to the loss of the money, for, as between Mr. Formby and Mr. Watts, that had been lost for some time before through the insolvent state of Mr. Watts. Under all the circumstances, therefore, he (the Lord Chancellor) thought the justice of the case would be met by discharging the order recently made by him, and condemning Mr. Watts to the payment of all the costs.

Ordered accordingly.

COURT OF QUEEN'S BENCH.—GUILDHALL.

(Sittings at Nisi Prius before Mr. Justice ERLE and Special Juries.)—*Feb.* 20.

A discussion having arisen as to which cause should be first taken,

A gentleman summoned on the special jury said, he thought the convenience of special jurors should be considered.

Mr. Justice ERLE—Gentlemen, allow me to say that no persons ought to be so silent on such a matter as special jurymen. You are all, by law, liable to serve on common as well as special juries, and it only arises from a misconception that you are not called upon to do so. This has been the subject of much consideration with the judges. I am desirous to do everything for the convenience of all parties, but I wish to state to you that by law you are all liable to serve on common juries.

COURT OF QUEEN'S BENCH.—JUDGES' CHAMBERS.

(Before Mr. Justice WIGHTMAN.)

The Queen v. *Simon Bernard.—Feb.* 18.

Mr. *Sleigh* applied for a habeas corpus to bring the prisoner up before his Lordship, to be admitted to bail. The application was somewhat unusual, because the prisoner was under remand; but a similar order had been made in the case of *The Queen* v. *De Salvi and Gower*, in favour of the prisoner Gower. Mr. Justice WIGHTMAN thought there would be a difficulty in the case, and especially as to the recognisances; but ultimately suggested that a summons should be taken out and served on the solicitor for the prosecution, which could be made returnable next day, to show cause why the prisoner should not be admitted to bail. In the meantime, Mr. *Sleigh* could ascertain whether there was any precedent for taking recognisances at judges' chambers, to the effect that a prisoner under remand should appear and surrender.

Feb. 19.

Mr. *Sleigh*, in support of the summons, again referred to *Gower's case*, in which his Lordship had made an order simply that the prisoner should be admitted to bail. That order was presented to the police magistrate at Southwark Police Court (Mr. *Coombe*), who thereupon admitted the prisoner to bail, the recognisances being entered into as they would have been had the magistrate in the first instance granted the application. There was, therefore, no difficulty in point of form. With regard to the merits, the case which had been entered against the prisoner was one of simple misdemeanour at common law. The evidence which had been given against him was of the most flimsy and unsatisfactory kind. It was quite unusual in cases of misdemeanour for police magistrates to refuse substantial bail, such as here offered. By a series of such remands on mere suspicion, any man might be deprived of his liberty for an indefinite period, without any remedy, if an application of this kind were not listened to.

Mr. *Bodkin*, on the part of the prosecution, opposed the application, which, he said, was entirely unprecedented. The order in the case of *The Queen* v. *Gower* would never have been made if it had been opposed; but the magistrate had there merely said, that, in consequence of the gravity of the offence imputed, he would not take upon himself to admit the prisoner to bail, but he left it entirely to his Lordship to do so if he should think proper; and the order was accordingly made by consent. Here, on the contrary, the strongest possible opposition was made to the application. True, the offence charged at present was a misdemeanour at common law, but it was a misdemeanour of the very highest kind—a conspiracy to commit a murder which might have led to a European war. Only a small part of the evidence had been as yet produced, and the charge might ultimately resolve itself into something even more serious. Police magistrates exercised their discretion in refusing bail in such cases every day, and it was a discretion with which this Court would not interfere.

His LORDSHIP said, that he did not recollect any case in which the order sought for had been made. In the case of Gower, it

was, practically, an order by consent: here, if made at all, it would be made entirely in invitum. If any case could be pointed out to him, he would be glad to consider it; or he would go further, and say that if it could be shown that there was, on the part of the prosecution, any unreasonable delay in completing the case, and the magistrate were still to refuse bail, he would not then hesitate to interfere and make the order. At present, he did not think such a case made out. Possibly the case against the prisoner might be completed at the hearing on Tuesday next.

Mr. *Sleigh*.—Then your Lordship will permit me to repeat the application should there be occasion to do so.

His Lordship.—Undoubtedly.

COURT OF COMMON PLEAS.

(Before The Lord Chief Justice.)

Cahill v. *Dawson*.—*Feb.* 22.

This was an action by executors against a commission agent for negligence. In the course of the defendant's case, it appeared that certain documents were not admissible, by reason of the omission of a notice to produce them; and

Mr. *M. Smith* thereupon objected to their admission in evidence.

The Lord Chief Justice held the documents inadmissible.

Mr. *J. Wilde* then applied to his Lordship to adjourn the cause, under the 19th section of the Common Law Procedure Act of 1854; and

The Lord Chief Justice acceded to the application; the costs to be borne by the defendant, and all costs occasioned by the adjournment. It was a very great indulgence.

The cause was then adjourned until the sittings after Easter Term, to be then tried before the same jury, or as many of them as could attend, the jury to have double fees, but to be paid when they attended the next time, in order to insure their attendance.

(Before Mr. Justice Willes.)

Doyle v. *Wragg*.—*Feb.* 22.

At the conclusion of the plaintiff's case, Mr. Serjeant *Parry* objected that the evidence was insufficient, and the judge was of that opinion.

Mr. Serjeant *Thomas* urged that the evidence was sufficient; but the learned judge adhered to his opinion, and Mr. Serjeant *Thomas* then proposed to call the defendant.

Mr. Justice Willes said in this case he would permit it to be done, but it must not be drawn into a precedent; for it was objectionable to allow the counsel for a plaintiff first to ascertain the judge's view of the case on a particular state of facts, and then to attempt to alter it.

CENTRAL CRIMINAL COURT.

(Before The Recorder.)—*Feb.* 22.

Mr. *F. H. Lewis* applied to the Court to postpone the trial of Mr. Edward Auchmuty Glover for misdemeanour, in having made a false declaration as to his qualification to sit as a member of the House of Commons. He made the application upon the affidavit of a surgeon named Neal, who had been in attendance upon the defendant.

Mr. Neal was sworn, and, in answer to counsel, stated positively that Mr. Glover was at that moment in a dangerous state, and that his life would be in jeopardy if he were tried at this session.

It was then arranged that the case should be placed on the judges' list on the Wednesday of the April session.

NEW COURT.—*Feb.* 22.

Harry Williams, a lad aged fifteen, was indicted for shooting at Beale F. French, a solicitor, on the 2nd instant, at Hackney. The outrage was completely unprovoked. The prisoner was sentenced to two years imprisonment with hard labour.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Fonblanque.)

Ex parte Gausby, Re Inge.—*Feb.* 23.

Motion for leave to sue in the names of assignees on a covenant to pay moneys to a third party, and indemnify the bankrupt.

Blyth, solicitor, moved, in pursuance of notice, on behalf of Mr. J. B. Gausby, executor of Sarah Gausby, deceased, for leave to sue in the name of the assignees, under the following circumstances: The bankrupt, Inge, being entitled to a freehold brewery at Littlebourne, in the county of Kent, mortgaged the same, firstly, for £1,700 to W. D. Baker and others; secondly, for £1,000 to Miss Gausby. He afterwards sold the equity of redemption to one William Gardener; and the conveyance of the property, dated 1st of September, 1856, contained a covenant entered into by Gardener with Inge, that he would pay the said principal sums of £1,700 and £1,000 respectively, and the interest thereon from 31st August last preceding, unto the person or persons for the time being entitled thereto. Afterwards Inge became bankrupt, and the brewery was subsequently sold by the first mortgagees for a sum insufficient to pay their mortgage, interest, and costs. The executor of Miss Gausby, the second mortgagee, now applied for leave to take proceedings in the name of the assignees to compel Gardener, the purchaser, to perform his covenant, and pay the £1,000 and interest to the second mortgagee.

Furley, solicitor, appeared for the assignees, who declined to express any consent to the application.

Mr. Commissioner Fonblanque thought the order ought to go. The assignees would of course see that they had a satisfactory indemnity.

INSOLVENT DEBTORS' COURT.

(Before Mr. Commissioner Murphy.)

In Re W. F. Millis.—*Feb.* 19.

In this case a question arose as to the sufficiency of a receipt in full of all demands given upon a penny receipt stamp. The actual sum paid was less than the debt due, being in fact a composition, and it was contended that the balance of the debt was not discharged, in which case the insolvent's petition under the Protection Act (he being a trader) could not be sustained, as his debts would exceed 300*l*.

The learned Commissioner, however, was of opinion that the 10*s*. stamp formerly required for a discharge in full of all demands was not necessary now, and that therefore the receipt in question was a valid release.

The petition was sustained.

THE NEW MINISTRY.

The following are the legal appointments, so far as hitherto announced :—

Lord Chancellor . .	Sir F. Thesiger.
Judge Advocate . . .	Mr Edward Egerton.
Attorney-General . .	Sir F. Kelly.
Solicitor General . .	Mr. Cairns.
Lord Advocate . . .	Mr. Inglis.

It is now said that Sir F. Thesiger's title will be Lord Chelmsford, instead of Lord Woodstock, which latter is one of the titles of the Duke of Portland.

Mr. Justice Blackburne has declined the Irish Lord Chancellorship.

AMENDMENT OF THE BANKRUPTCY LAW.

The *Times*, in its City article of the 25th instant, thus refers to the resignation of Lord Palmerston as affecting this subject:—

"Much mortification is felt that the political disturbance just occasioned will most probably put an end to a projected measure for facilitating the administration of the assets of suspended firms. It was recently announced that a Bill on the subject was in preparation by the Board of Trade, and enough had transpired with regard to its nature to lead to a belief that it would have obviated most of the evils now arising from the Bankruptcy Law insuring impunity for dishonest traders. The principle intended to be embodied was that of allowing scope to the commercial classes to carry out the modes of arrangement in such cases, which experience has long shown to be the most inexpensive and effective, but which from the absence of legal authority could be resorted to only in an imperfect manner, any dissentient creditor having the power to create confusion, and the debtor, not merely being exempt from liability to answer upon oath, but able at any time to threaten a resort to bankruptcy and the consequent dissipation of his assets. That attention will be given to this or any other commercial point by the incoming Administration in the midst of the distractions that must hourly jeopardize their position is not to be expected, and it may therefore be assumed that all the lessons taught by the recent crisis will be barren of result."

The amount on account of bankrupts' estates paid in by official assignees and others in the year 1856 to the credit of the Accountant-General of Bankruptcy was £1,111,594; and the amount paid in from proceeds of sale of stock from the Bankruptcy Fund Account £47,312. The amount paid out was, by

the Lord Chancellor £60,000, and by the Commissioners £300,695. On the dividend account there was £811,964 transferred, and £753,164 paid. On the chief registrar's account, £77,043 was paid in by official assignees, and £16,927 by the Commissioners of Inland Revenue. The net balances on the 1st of January, 1857, were £127,469 on the General Account and Bankruptcy estates; £1,384,578 stock on the Bankruptcy Fund account; £577 cash and £6,110 stock on the Unclaimed Dividend account; and £13,894 cash and £65,882 stock to the chief registrar's account.

Mr. Joseph Radcliffe Wilson, town clerk of Stockton-on-Tees, committed suicide on the 23rd instant. The unfortunate gentleman shot himself with a pistol. He was clerk to the Tees Conservancy Commissioners, to the borough magistrates, also to the county magistracy, and held various other appointments, in all of which he was greatly respected and highly esteemed. His melancholy death has cast a deep gloom over the neighbourhood of Stockton.

William Montagu Manning, Esq., LL.D., Barrister, of Lincoln's-inn, member of the Executive Council of New South Wales, and one of her Majesty's Counsel for that colony, received the honour of knighthood on the 18th inst.

In the Court of Bankruptcy on the 18th inst., a final order was made for the winding-up of the Surrey Gardens Company (Limited). The liabilities are stated at £25,000, including £15,000 on mortgages. The assets are dependent on the realisation of the property.

Mr. Adam Bittlestone, of the Midland Circuit, has been appointed by the late Ministry to the vacant Indian judgeship.

The French Tribunals.

The commercial world will feel interested in the following case, in which a decision has been given which materially strengthens the hands of shareholders in companies formed on the principle of *En commandite*. A company *en commandite*, called the "Compagnie Générale d'Escompte," under the name of Prost & Co., was formed in 1852, with a capital of 30,000,000 francs, in 60,000 shares of 500 francs each. In order, 1st, to establish discount banks in all the towns in which they might be wanted; 2ndly, to assure the said banks against loss under certain conditions; and, 3rdly, to create, either alone or in conjunction with the said banks or with third parties, commercial companies for any sort of operations. On the 13th inst. three shareholders appeared before the President of the Civil Tribunal, sitting in chambers, and representing that the company was now, after carrying on operations for some years, in liquidation, and that M. Prost had abandoned the management which had been confided to him, demanded that, for the protection of the interests of all the shareholders, a provisional administrator should be nominated, without going through the somewhat tedious formalities required by law. The members of the Council of Surveillance of the company opposed the application, on the ground that, by the new law of 1856 on companies *en commandite*, simple shareholders cannot act against the Council of Surveillance without the authorisation of a general meeting of the shareholders; also, that the company had ceased to exist in the form in which it was originally instituted, inasmuch as on the 27th October last it had become amalgamated with the Portuguese Crédit Mobilier. The applicants denied what was said respecting the Crédit Mobilier. But the President gave the following decision:—"Considering that the law of 1856 has only interdicted shareholders from acting directly, without the sanction of a general meeting in ordinary cases, and not in an exceptional and urgent contingency; considering that the amalgamation with the Portuguese Crédit Mobilier is denied by the applicants, and that besides it is not proved; and considering that it results from the circumstances of the case, and from the information given, that Prost has abandoned the management and administration of the company, and that, in fact, a criminal prosecution has been commenced against him; that, consequently, in such a state of things it is of urgent importance to provide immediately for the administration of the company, we nominate a sequestrator charged with the provisional administration, and we order that in five days he shall convoke a general meeting of shareholders."

The Court of Assizes of the Charente, on the 15th instant, tried a young man named Etourneau for murder. A farmer named Delaunay, of Chez-Gripoche-de-Coulonges, on returning home on Christmas-night, was horrified to find his aged mother lying dead in the fire-place. At first, he thought she had fallen accidentally into the fire, and been burned to death; but a medical man who examined her declared that she had been strangled by violent pressure on the throat, and had then been placed on the fire. A sum of 1,000 francs, which had been deposited in a drawer, was found to have been stolen, so that it was evident the murder had been committed for the sake of robbery. A man named Girardin was suspected and arrested; but shortly after his nephew, Etourneau, said to a neighbour in a very significant way that he (Etourneau) knew that his uncle was innocent, and that the idea of an innocent man being accused of so awful a crime rendered him ill. This observation, joined to the discovery that Etourneau, though previously much embarrassed in his circumstances, had paid a debt which he long owed, and had recommended his debtor to tell no one that he had done so, caused the neighbour to suspect that he might be the murderer himself, and he questioned him. "Yes," answered he, "it was I who did the deed! There are unfortunate moments in every man's life!" On this the uncle was released, and Etourneau arrested. He then confessed that having learned that Delaunay had received 1,000 francs, he resolved to rob him, and having gone to the house when he knew that Mme Delaunay was alone, had, after some insignificant conversation, seized her by the throat, and, being of great strength, had easily strangled her with his hands, and had then placed her body on the fire and stolen the money. The jury declared him guilty, with extenuating circumstances, and the Court sentenced him to hard labour for life.

The Vicomtesse d'Hespel d'Harponville, *née* de Charnailles, who is separated from her husband, had an action brought against her some time ago, before the Tribunal of Commerce, by MM. Leboulanger and Dubourg, lace-dealers, for the payment of 1,589 francs, balance of a bill of 5,080 francs for lace supplied. But the Tribunal, finding that by her marriage settlement the lady was only entitled to 1,500 francs a-year for dress, decided that an outlay of 5,000 francs for lace alone was exorbitant, without the authorisation of her husband, and it dismissed the action. The tradesmen appealed to the Imperial Court against that judgment, on the ground that as Mme d'Harponville, who had presented herself to them in her maiden name, lived in the style of a wealthy person, they were warranted in giving credit, and that as she was regularly separated from her husband, his authorisation to buy lace was not necessary. The Court, however, confirmed the judgment.

The Court of Assizes of the Gers, on the 13th instant, tried a married couple named Detaut, of Pavie, a village near Auch, for the sequestration of the man's daughter by a former wife. The commissary of police of Auch in November last heard that a young woman had for some years been kept sequestrated in an uninhabited house, belonging to the Detauts, at Pavie, and he at once went there. He found Jeanne Detaut, who is twenty-eight years of age, and an idiot, in a low, damp, and dark room, which was partly filled with skins; she had no covering, except a piece of sackcloth; she was overrun with vermin; the room was extraordinarily filthy, and contained no article of furniture except a wretched chair, and a heap of filthy straw served her as a bed. The room opened into a yard, which was encumbered with filth. When the commissary spoke to the poor young woman she laughed aloud, and went to crouch in a hole in the wall. He learned from the neighbours that she was generally kept without sufficient food, and that, when any bits of bread or meat were thrown to her over the wall, she devoured them greedily; she used also, they said, to devour the peelings of potatoes and the stalks of cabbages. To his astonishment he learned that, for not fewer than seventeen years, the poor creature had been kept in that horrible room; and yet, though most of the villagers knew of it, not one of them ever complained to the authorities. He had the girl at once properly provided for, and arrested her father and mother-in-law. The two latter, who for peasants are tolerably wealthy, having several fields, two houses, and 10,000 francs in money, could make no other excuse than that the girl was idiotic and disgustingly filthy. The jury declared them guilty, but with extenuating circumstances, and the Court sentenced each of them to five years' hard labour.

Baron de Nivière, a Frenchman, in 1846, entered into an arrangement with the Société Nationale of Belgium to form a

company for working a coal-pit in the province of Hainault, with a capital of 4,500,000 francs in shares, and he agreed to take shares to the amount of 2,250,000 francs. The company was not formed, and he brought an action before the Civil Tribunal of Brussels against MM. de Meuss Malou and Vander Elst, gérants of the Société Nationale, to have all that had been done declared null and void, and to obtain from them 782,000 francs, which he alleged he had advanced them for the company. They required that before the action was permitted, he, as a foreigner, should be required to deposit 20,000 francs caution-money; he offered to deposit 1,000 francs, but the tribunal decided that the sum should be 20,000 francs, on which he dropped the action. He took no steps in the matter until some months ago, when he commenced an action before the Civil Tribunal of Paris against the said three gentlemen for the 782,000 francs. The defendants contended that the tribunal had no jurisdiction to try the case, on the ground that, having commenced the action before the tribunal of Brussels, the plaintiff could not now transfer it to Paris, but must have it tried in the former city. The tribunal, however, decided that as the plaintiff had definitively abandoned his action before the Brussels tribunal, and as, besides, one of the defendants had put in a defence to the action before the Paris tribunal, the latter had full jurisdiction to try the case; and it ordered it to be gone into on a future day.

Recent Decisions in Chancery.

Practice — Disclaimer — Costs.

Talbot v. *Kemshead*, 6 W. R. 263.

Of the different kinds of defences to which a defendant may resort, a disclaimer is the most infrequent in practice. The rules of the court, therefore, relating to demurrers, pleas, and answers, are more generally, if not better understood, than those relating to disclaimers. A disclaimer is itself a sort of answer, by which a defendant disclaims all interest in the matters in question in the suit. Sometimes it becomes the proper mode of defence—instead of a demurrer—merely from the circumstance that the bill contains an allegation that the defendant has, or claims to have, an interest in the subject matter of the suit. In that case, where the defendant really has not, or does not claim, any interest, and though no relief be prayed against him, he is prevented from demurring, because, by doing so, he would be taken as having admitted the allegations in the bill, including, of course, that which alleged that he had, or claimed, an interest in the subject of litigation. It is obvious that a disclaimer cannot be of itself sufficient to protect a defendant from discovery, except where a person has been made a defendant, having manifestly no interest or liability to be sued touching the matters in question; and, therefore, it was long ago settled that a disclaimer may be excepted to, just as if it were an ordinary answer, or it may be taken off the file, as might a pretended answer. Whenever a defendant properly disclaims, the general rule of the Court is, on application to the Court by him, to dismiss the suit as against him with costs, if his disclaimer shows that he never had any interest, or, having had any, that he had parted with it or disclaimed before the bill was filed. But if he had an interest when the bill was filed, a mere disclaimer afterwards is not enough to ensure him his costs, because he may, at the filing of the bill, have been properly made a party. This was the principle on which Sir *J. Wigram*, V. C., in *Tipping* v. *Power* (1 Hare, 405), decided that cestuis que trust under a will who disclaimed, in a suit by an equitable mortgagee against the executors and devisees of their testator, were not entitled as against the plaintiff to have their costs from the time of their disclaimer, upon the suggestion that the bill ought then to have been dismissed against them. In *Appleby* v. *Duke* (1 Phill. 272), Lord *Lyndhurst* refused to allow costs to a provisional assignee, who was made, in that character, a defendant to a bill of foreclosure, in respect of the equity of redemption, although the defendant had no assets of the insolvent's out of which he could provide for the costs. In this case there was no formal disclaimer, but a submission by the defendant's answer to the effect above mentioned. His Lordship's decision, no doubt, went very much upon the consideration that the mortgagee ought not to suffer, nor ought his security to be affected, because, by the acts of the mortgagor, his interest in the mortgaged premises has been assigned to another. Nothing in this case, however, turned upon the circumstance that there had not been a formal disclaimer; for, in *Clarke* v. *Wilmot* (1 Phill. 276), the same learned judge refused costs to an official assignee, made a defendant to a foreclosure suit, as representing the interest of a mesne incumbrancer who had become bankrupt, although there was an absolute disclaimer at the hearing, and the assignee's answer stated that he claimed no other interest than such as the Court should think him entitled to.

In *Talbot* v. *Kemshead*, the defendant, who was also an assignee, upon being served with the bill, informed the plaintiff that he had no interest in the subject matter of the suit, and did not claim any. Notwithstanding such disclaimer, he was served with interrogatories, in answer to which he repeated his disclaimer. Upon the authorities, *Wood*, V. C., held that the defendant was not therefore entitled to his costs; and that to make him so entitled, he should not merely have disclaimed, but should have applied to the plaintiff to be dismissed without costs. "It might be quite as reasonable," said his Honour, "that the plaintiff should be the person to make the application, but the authorities had said that the defendant must do so," and not having done so, though he was dismissed, he was dismissed without costs.

Practice—15 & 16 Vict. c. 86, s. 52—Order to revive —Supplemental Order.

Cresswell v. *Bateman*, 6 W. R. 206, 220.

Macdonald v. *Macfarlane*, 6 W. R. 245.

Under the 52nd section of the Chancery Amendment Act, 1852, it is now rendered unnecessary, upon the abatement of a suit, or upon its being defective, to exhibit a bill of revivor or supplemental bill; but an order to the effect of the usual order to revive, or of the usual supplemental decree, may be obtained as of course. In *Cresswell* v. *Bateman*, a tenant in tail had died, and it was necessary to bring before the Court a tenant in tail who was next entitled in remainder. According to the old practice in such a case, it would have been necessary to file a supplemental bill *in the nature of an original bill*. *Kindersley*, V. C., entertained considerable doubt, when first applied to for an order to revive under the above section, whether it included the case of a supplemental bill in the nature of an original bill, and was disposed to think that the proper course was to file a bill, according to the old practice (see 6 W. R. 206); but subsequently, his Honour (6 W. R. 220), upon further consideration, held that the section did apply, and he therefore allowed a common order to revive. In *Macdonald* v. *Macfarlane*, the plaintiffs were domiciled Scotchmen, and after the filing of the bill became bankrupt. *Wood*, V. C., held that the trustee of the sequestered estates was entitled to a supplemental order under section 52, the Secretary of the Rolls having refused to answer the petition on the ground that it did not apply, because under the old practice, where a sole plaintiff became bankrupt, an original bill, in the nature of a supplemental bill, or, to speak more accurately, a supplemental bill in the nature of a bill of revivor was necessary. In *Stahle* v. *Winter* (3 W. R. 580), the Master of the Rolls held that a person duly appointed by a foreign court as curator bonorum, to get in the property of a residuary legatee, and who was plaintiff in an administration suit here, could not file a bill of revivor, although he might file an original bill to obtain the benefit of the decree made in the suit. His Honour regarded the interest of the creditors as only a charge on the share of the residuary legatee, and was of opinion that such an interest did not entitle them, or the curator bonorum who represented them, to file a bill of revivor to carry on the administration suit. Assuming, however, that the cases of *Cresswell* v. *Bateman*, and *Macdonald* v. *Macfarlane*, are well decided, it is doubtful whether such a case as *Stahle* v. *Winter* is not within the 52nd section of the Chancery Amendment Act.

Specific Performance—Claim of a Stranger.

Heseltine v. *Simmons*, 6 W. R. 268.

There is no rule of the court relating to specific performance more firmly established than that which says, that a purchaser shall not be compelled to accept either a doubtful title, or a property of which, however good the title, possession can be acquired only by litigation or judicial decision. In *Heseltine* v. *Simmons*, which was a suit for specific performance of a contract to purchase land, a stranger to the contract, and to the suit, claimed to have an interest in the land in question, as assignee of a lease, in which he alleged the land was included, and of such interest he adduced primâ facie evidence. There was no question in the cause as to the price of the land, or the title of the vendor, otherwise than as it might be affected by the lease, or as to any other term or condition of the contract. *Kindersley*, V. C., dismissed the bill (without costs, however),

on the ground that the claim, coupled with the primâ facie evidence in support of it, made it impossible for him to say that there was not a reasonable doubt. "The rule," said his Honour, "applicable to such a case is this:—If a third person—a stranger, and no party to the suit—claimed to be the owner of the property, the Court must consider whether such claim was shadowy and frivolous, and whether it probably might or might not succeed,"—a rule which is implied in the more general proposition, that the Court will not compel a purchaser to accept a doubtful title. The present case is useful, as showing that, even though the doubt should arise from a claim, made by one who is a stranger to the contract, and not a party to the suit, the Court will take notice of it in favour of a purchaser in a suit for specific performance.

COMPANY—WINDING UP—CREDITOR—INJUNCTION.

In re the Northumberland & Durham District Banking Company, 6 W. R. 267.

Under the Winding-up Acts of 1848 & 1849, before a creditor proceeded against a company which was being wound up, he was obliged first to bring his claim and evidence into the master's office; but having done so—whether the claim were allowed or rejected by the master—the creditor was then at liberty to proceed with his action. The practice was, and still continues at chambers, that, whenever there is a fair question to be tried, the master, or now the chief clerk, allows the claim as a claim, and not as a debt, until it is established at law (see *Re Counties Union Assurance Company*, 5 W. R. 389). The object of these Acts was to settle the equities of the shareholders amongst themselves; and therefore the Acts contemplated the creditors as at arm's length. A shareholder only could present a petition for winding up, and that proceeding was intended to interfere with the rights of creditors as little as possible, consistently with the existence of such a suit. The Acts of 1856 & 1857 are founded upon a very different policy. They are designed as much for the benefit of creditors as of shareholders, and either may apply to the court for a winding-up, or both may join in a petition for that purpose, as in the present case. Nevertheless, these Acts are not designed to curtail or interfere with the rights of creditors beyond what becomes necessary or proper in consequence of the new proceeding not being merely a winding-up, but a proceeding wholly analogous to an ordinary administration suit, and governed by the same rules of equity; and therefore, in the present case, where a petition for winding-up under the recent Acts was pending, and a creditor brought an action against the company, the Court stayed all proceedings until further order, the company undertaking to submit to judgment, under the direction of the Court. By the 84th section of the Act of 1856, the Court is empowered, at any time *after the presentation of a petition* for winding-up, to restrain legal proceedings against the company.

In this case, *Kindersley*, V.C., considered the registrar's certificate of registration as conclusive against any objection as to whether the company ought to have been registered, except where the registration had been obtained by fraud. It was argued that the registration of this company was invalid, because it had suspended payment and ceased to carry on business; but on such a question as this, his Honour considered the certificate conclusive, and that the Court had no jurisdiction to enter upon it.

Cases at Common Law specially Interesting to Attorneys.

APPEAL FROM DETERMINATION OF JUSTICES UNDER 20 & 21 VICT. C. 43—PRACTICE—DEFECTIVE STATEMENT OF CASE.

Christie v. *St. Luke's, Chelsea* (*Governors of*), 6 W. R., Q.B., 261.

The practice in appeals, under 20 & 21 Vict. c. 43, the important Act passed last session for allowing an appeal from justices on questions of law, arising out of informations or complaints lawfully determined in a summary way, is even yet, to a certain extent, unsettled. It is, however, gradually assuming a consistent form; and the case under discussion adds another point judicially determined, which should be noted by the practitioner. It is, that the only contingency in which the Court of Queen's Bench will interfere with the discretion of the justices is, where they refuse to grant a case which has been sought from them. In such an event, then, by section 5, the Court, on affidavit of the facts, may grant and dispose of a rule, compelling them to state a case; but if the justices do state a case, but defectively—as, by omitting to set forth the grounds of their decision—an argument on the case as drawn must, nevertheless, take place; and if the defect be material, it will then be returned to the justices to be amended, under section 7.

CRIMINAL LAW—LARCENY—EFFECT OF RECOMMENDATION TO MERCY BY JURY.

Reg. v. *Trebilcock*, 6 W. R., C. C. R., 281.

In this case, T., being entrusted with the custody of a plate chest, opened it with a key he procured for that purpose, and pledged part of its contents for £200. He was tried for the larceny; but, in addition to the ordinary count, a special one was framed on the 4th section of the Fraudulent Trustees Act, 1857 (20 & 21 Vict. c. 54), which makes it larceny for the bailee of any property fraudulently to take or convert the same to his own use, although he shall not break bulk or otherwise determine the bailment. In the case under discussion, the insertion of such a count was wholly unnecessary, because the prisoner clearly had broken bulk; and the only question was, as to whether the animus furandi could be established, so as to make the abstraction of the plate larcenous. The jury found him guilty on both counts; but they recommended him to mercy, believing—as they stated—that he intended ultimately to return the property. This recommendation induced the recorder, before whom the prisoner was tried, to state a case for the opinion of the Court—it being urged by his counsel that such a verdict and recommendation amounted to a negation of that intention to deprive the owner permanently of the property taken, which is essential to complete the offence of larceny. The Court of Criminal Appeal, however, were of opinion that the recommendation to mercy formed no part of the verdict, which was simply that of "guilty;" and they remarked that to read the recommendation as part of the verdict was to make the whole insensible. All that the jury meant to say was, that they thought that, at some time or other, and after the property had been stolen, the prisoner had intended, at some future time, to restore it; but, said the Court, every thief who pledges stolen property has, or may probably have, such an intention. The Court further intimated that a recommendation to mercy ought not to induce the judge who tries a prisoner to state a case for the opinion of the Court for the consideration of reserved points.

PRACTICE—SUING IN FORMA PAUPERIS—HABEAS CORPUS.

Ex parte Cobbett, 6 W. R., Exch., 282.

Mrs. Cobbett still continues to throw light upon the less frequented parts of common law practice. In the present instance, she applied on behalf of her husband (who is still a prisoner for debt) that he should be allowed to commence an action in formâ pauperis; and also that he should be allowed his writ of habeas corpus, to enable him to prosecute that action with effect. The Court refused both applications. As to the first, they said that there was no reason to suppose that the applicant had any cause of action. This, it will be remembered, must (previously to the Reg. Gen., H. T., 1853, r. 121) have been made to appear from the certificate of counsel to that effect; and it is apprehended that it must now be collected from his opinion on a case submitted to him, which does not appear to have been forthcoming on the present occasion. As to the habeas corpus prayed for, the Court did not consider the present case one for indulgence, or for exercising any discretion they might have to issue such a writ with the object for which it was now sought. But they especially remarked that if the applicant was desirous of bearing evidence in his own case, he might cause himself, though a prisoner, to be brought up by habeas corpus, to be examined as a witness, in the same manner as if he were required to give evidence in some cause to which he was not a party; and, also, that when once lawfully in court, he might then conduct his own case as he pleased.

CLERKS TO JUSTICES—NATURE OF OFFICE—QUO WARRANTO.

Reg. v. *Cox*, 6 W. R., Q. B., 282.

This case is important to justices' clerks. A rule nisi for a *quo warranto* had been obtained, calling on C. to show cause by what authority he exercised the office of clerk to certain borough justices, on the ground that—his partner being clerk of the peace for the county in which prisoners committed for trial from the borough in question were tried—the firm to which C. belonged was interested in the fees, which were received by the clerk of the peace in respect of the trials which took place on such committals, and with which C. was concerned. The Court, however, discharged the rule, with costs, on two short grounds:—1. That C. having been lawfully appointed, his office was not vacant; and, therefore, a condition precedent to the issuing of a *quo warranto* failed; and, 2. That the writ did not lie with regard to any office, the tenure of which was at the pleasure of the grantor; and, by the 102nd section of the Municipal Cor-

portation Act, the office of clerk was held at the pleasure of the justices, by whom he was appointed.

Notwithstanding the result of this rule, it would seem that, under the circumstances, a retention of office by C. would not be desirable. Indeed, it was hinted by the Court that such was their opinion, though an application for a *quo warranto* was not the proper remedy.

PRACTICE—SUING BRITISH SUBJECT RESIDENT ABROAD—15 & 16 VICT. C. 76, S. 18.

Fife v. *Round*, 6 W. R., Exch., 282.

By the 18th section of the Common Law Procedure Act, 1852, provision is made for the case of a British subject against whom an action is proposed to be brought, happening to reside out of the jurisdiction of the courts, and not in either Scotland or Ireland. Before that statute in such case no action could have been successfully prosecuted in the English courts, because the writ of summons could only be served within the jurisdiction; and hence the plaintiff was driven to the unsatisfactory remedy of outlawry. The remedy which the statute devised for this inconvenience was, to provide a separate form of writ of summons for service out of the jurisdiction; giving the defendant a period during which he might appear, proportionable to the distance at which he might happen to be at the time from England. This form of writ may be issued by a plaintiff without any leave, but in case of no appearance being entered by the defendant after personal service, or in case of his wilfully evading such service, then it becomes necessary for the plaintiff who has issued such a writ, to obtain leave to proceed with the action, notwithstanding the non-appearance of the defendant, and to sign judgment, after proving his claim before a jury or a master, according to the nature of the case. In order to obtain this leave, it is rendered necessary by the Act that the court or judge from whom it is sought should be satisfied by affidavit (among other conditions) that there is a cause of action which arose within the jurisdiction, or in respect of the breach of a contract made within the jurisdiction. This statement of the provisions of the Common Law Procedure Act on this subject seems required in order to understand the point decided by the case under discussion; and the rather because it would appear from the report that leave is always required to enable a plaintiff to commence proceedings against a defendant residing abroad, whereas, in truth, no such leave is requisite in the first instance, nor unless the defendant fail to enter an appearance. In the case under discussion the question was, whether the cause of action arose within, or in respect of a contract made within, the jurisdiction, so as to justify an order for the plaintiff to be at liberty to proceed—the other conditions requisite for such an application being admitted to have been satisfied. The action was on a promissory note made in France, by which the defendant promised to pay a certain sum of money to the plaintiff or his order; and, at the corner, it was made payable in London. The note was delivered to the plaintiff in France, and dishonoured in London on its presentation there for payment. It was now urged that it could not be said that the *whole* cause of action arose in England, for that the delivering, which was part of such cause, took place in France; and, it was further maintained—the direction to pay on presentment in London being merely in the margin, and not in the body of the note—that the whole cause of action arose in France; and that a part or the whole arising out of the jurisdiction was equally fatal to the right of the plaintiff to avail himself of the new provision. The Court, however, held, that a cause of action arose in England by the dishonouring the note on its being there presented for payment, and of a kind sufficient to bring the case within the meaning of the enactment.

The Court, in the course of the argument, took occasion to correct an impression which had been entertained that a judge's order under this section of the Common Law Procedure Act, was not subject to be reviewed by the Court. They observed that all which had been decided was, that any irregularity in the order would be cured in the same way as any other irregularity by the laches of the defendant; but that if a judge made an order for the plaintiff to be at liberty to proceed in a case in which it ought not to be made, there was an appeal to the Court.

Cases in the Probate Court.

POINTS OF PRACTICE.

In the Goods of Norris, 6 W. R. 261; *of Frith*, ib.; *of Edwards*, id., 267; *of Jones*, id. 276; *of Martindale*, id. 277.

A few points of practice may now be collected from the cases which have been decided before the Court of Probate. In the first place, it would seem that no unnecessary obstacles will be thrown in the way of obtaining administration of a man's goods on the presumption of his death. In one case, it was held that advertisements were only required as a condition precedent to the grant of administration, in cases where nothing has been heard of the party supposed to be dead for a length of time; but that they were unnecessary where there is reasonable ground to conclude that the party died, by a particular casualty, as by a wreck at sea (*in, &c., Norris*); and, in another case, payment by the underwriters, as for a total loss, of the amount for which the ship in which the party had sailed had been insured, was held sufficient (*in, &c., Frith*). No laxity in procedure, however, will be encouraged; thus, where a will had been drawn by, and in favour of, a stranger in blood, under circumstances which required the consent of the next of kin to the probate going as prayed for, Sir *C. Cresswell* insisted on the consent being formally executed, and brought into the registry (*in, &c., Edwards*). So, as to *letters of administration*, in a case where the next of kin to a party deceased resided out of England, with no agent here, and it was desirable that a legal representative, to manage the property, should be forthwith appointed, for its better management and protection, administration was only granted to the father-in-law of the next-of-kin, on his giving proper security and being assigned to exhibit an inventory of the effects and credits within one month from the date of the letters of administration (*in, &c., Jones*); and, finally, in a case where application was made for administration with the will annexed, of one who died, leaving all his property to an executor who had renounced, in trust for the nominees of M. B., and M. B. had, by indenture, appointed and assigned her interest and right to administer to the applicants for letters of administration, the grant was directed to go as prayed, but only after an official examination being made from the indenture of appointment itself, as to the correctness of the copy thereof, which had been deposited in the registry (*in, &c., Martindale*).

Professional Intelligence.

VACATION BUSINESS AT JUDGES' CHAMBERS.

EXCHEQUER CHAMBERS.

The following Regulations for transacting the Business at their Chambers will be strictly observed till further notice :—

Acknowledgments of deeds will be taken at half-past ten o'clock.

Original summonses to be placed on the file.

Summonses adjourned by the judge will be heard at a quarter to eleven o'clock.

Summonses of the day will be called and numbered at eleven o'clock, and heard consecutively.

The parties on two summonses only will be allowed to attend in the judge's room at the same time.

All long orders to be left, that they may be ready on being applied for the following day.

Counsel will be heard at one o'clock. The name of the cause in which counsel are engaged to be put on the counsel file.

Affidavits in support of ex parte applications for judge's orders (except those for orders to hold to bail), to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly indorsed with the names of the parties, the nature of the application, and a reference to the statute under which any application is made, the party being prepared to produce the same.

Correspondence.

DUBLIN—(*From our own Correspondent.*)

The only case of any general interest that has, during the past week, occupied the time of either of the courts, is the "state trial" of the Rev. Peter Conway, a Roman Catholic clergyman, against whom, as will be remembered, the House of Commons, at the close of the last session, directed a prosecution. The rev. defendant had, in the opinion of the House, interfered unduly in the last general election for the county of Mayo. An ex officio information was accordingly filed against him, charging him with divers illegal acts, as regarded the intimidation of voters, &c.; and the trial commenced in the Court of

Queen's Bench, on Tuesday week, before the Lord Chief Justice and a special jury. The Attorney-General, the Solicitor-General, *Brewster*, Q.C., and *Lawson*, appeared for the Crown; while the traverser was represented by *O'Hagan*, Q.C., and another learned gentleman. After a trial of five days' duration, which attracted little public attention, the jury, on Saturday evening, informed the judge that, owing to a difference of opinion among them, there was no probability, or even possibility, of their agreeing to any verdict—one of their number adding, that any arguments addressed to the minority were thrown away, as that minority would not state their reasons for differing with the majority. The Lord Chief Justice expressed his regret that upon the panel were found some jurors who would not discuss the matter fairly with the others, and said, that all he could do was to discharge them. The jury were accordingly discharged, without any verdict.

The only point of law or practice that can be said to have arisen in the course of the trial was a question as to whether, under the recent Act, the traverser's counsel was entitled, after adducing evidence, to sum up that evidence in a second address to the jury. The Attorney-General objected to the second speech, on the ground that the Act referred to only applied to civil causes. It appeared that the question had not arisen in England. The Lord Chief Justice held that the Act could not be so construed as to interfere with the prerogative of the Crown. This being a criminal proceeding, he ruled that the traverser had no right to the second speech.

The other trial—that of the Rev. Luke Ryan—commenced on Monday last; but the political "crisis" intervening, it is not to be wondered at that the Attorney-General appeared indisposed to enter into the fatiguing mazes of another five days' trial. Fortunately, one of the witnesses had neglected to come up to Dublin, and on this circumstance was founded an application to the Court to postpone the trial to Trinity Term—which was granted. The probability is that the matter will never be revived.

COURT OF CHANCERY APPEAL.

DEFENCE OF STATUTE OF LIMITATIONS SET UP AGAINST A CLAIM FOR COSTS ON SEPARATE ESTATE OF FEMME COVERT.

Vaughan v. *Walker.*

This was an appeal from a decision of the Lord Chancellor (reported in 6 I. Chan. Rep. 471). The petitioner sued as the personal representative of his father, who was a solicitor, and had acted in several matters on behalf of Mrs. Walker, the respondent, who was entitled to certain property in the city of Dublin as her separate estate. The petition was filed for the purpose of charging the separate estate with various sums due for costs incurred. The appeal was now brought by Mrs. Walker, whose ground for resisting the demand was, that it was barred by the Statute of Limitations. At the original hearing this defence had been overruled, and it was decreed that her separate estate was chargeable with the sums due to the petitioner.

The LORD CHANCELLOR, in delivering judgment, stated the circumstances of the case, and said, that the only question to be decided was, whether the petitioner's demand against the separate estate of Mrs. Walker had been barred by the Statute of Limitations, after the lapse of six years; or, rather, whether it was such a demand as to be capable of being barred, considering the nature of the transaction. He (the L. C.) considered, as he had done at the original hearing, that this, although a simple contract debt, was not one that could be recovered by the ordinary process by which simple contract debts of the kind contemplated by the statute could be recovered. The case of *Norton* v. *Turvill* (2 P. W. 144), was a distinct authority; and, in consequence of the discussion that had arisen as to the authority of that case, the registrar's book and the decree had been consulted, and a high authority in England had been communicated with, from whom it was ascertained that no case had been known to be decided in opposition to the doctrine of *Norton* v. *Turvill*. The cases were the same; nor had the defence in that case been raised by the defendant's answer, though filed after six years. The obligation on a femme covert to answer the demand arose merely from the special authority of this court. The decree ought, in his opinion, to be affirmed.

The LORD JUSTICE (Blackburne) dissented, holding that the words of the statute were plain, and applied to every simple contract debt, by whatever means payment of it could be enforced—unless there were an express trust for payment, when, of course, as between trustee and cestui que trust, the statute did not apply. He gave, at great length, his reasons for considering that a femme covert was at liberty to rely on the defence afforded by the Statute of Limitations.

The Court being divided, the decree stood. No costs of the appeal.

[The marginal note in *Norton* v. *Turvill* (2 P. W. 144) is as follows:—"Femme covert, having a separate estate, borrows money and gives a bond; the separate estate liable, and, although six years pass, the demand not barred by the Statute of Limitations." It appears, however, from the judgment of the M. R. in that case, that the separate estate of the femme covert was, in fact, a trust estate for payment of debts.]

WICKLOW ASSIZES.

PRIVILEGES OF THE BAR.

In the case of *Bray* v. *Nugent*, tried this week before *Crampton*, J., the defendant was not represented by any counsel; and after the plaintiff's counsel had stated the case, and examined his principal witness, Mr. *Doolan*, the defendant's attorney, was proceeding to cross-examine the witness, when plaintiff's counsel interposed, claiming for the bar exclusive audience in all cases where the plaintiff or defendant did not personally appear and conduct the case. On the other hand, Mr. *Doolan* submitted that, although counsel had the exclusive privilege of addressing the jury, yet the attorney for either party might cross-examine witnesses, and said, that this had been so ruled in a case tried at the Belfast Assizes recently.

CRAMPTON, J., ruled that a party might appear and conduct his own case; but if he, not appearing, obtained professional assistance, no one but counsel could be allowed to appear for him.

Verdict for the plaintiff. ———

EDINBURGH.—(*From our own Correspondent.*)

It is one of our greatest misfortunes, that Scotland is represented in Parliament by so few lawyers of practical experience and habits of thought. No one in any practice can attend to his business in Edinburgh and be in his place in Parliament at one and the same time; and, accordingly, the few seats which Scotch lawyers hold are filled by men whose claims to them rest upon something else than the professional eminence they have attained. Had the case been otherwise, Mr. Dunlop, the member for Greenwich, would not, so soon after his last defeat, have ventured to repeat his attempt to bring feuduties under the operation of the Valuation of Lands Act (Scotland), 1854. The proposal so to deal with them almost equals the iniquity of the dealings of the Town Council of Edinburgh with the money received from the North British Railway Company, for the restoration of Trinity College church; and, if there had been practical Scotch lawyers in Parliament, who could have pointed out the fallacy of placing feuduties and ordinary real property in the same category in a question of assessment, as well as the glaring injustice and confusion which must be the result of success, the attempt never would have been made. The late Lord Advocate opposed the measure on a previous occasion, and no doubt he will do so again, if he happens to be present; but he must attend to his professional duties occasionally, and there is therefore some risk of the Bill passing, unless some strong opposition is got up, for we have too much experience of the belief which men labouring under legislative furor entertain of their own infallibility, to expect them to submit their measures to free discussion and criticism, if they can contrive to get them passed without being subjected to such an ordeal—a consummation, as regards Scotch measures, which need never be despaired of, for, as a rule, Scotch Bills are turned into Acts nearly as soon as the public in Scotland hear of their existence.

But although it is almost hopeless to induce an unprofessional man to enter into a contest with a lawyer upon a question apparently so purely legal and technical as whether or not feuduties should be exempted from valuation; yet, knowing that the question is really a simple one, and trusting that a love of justice may induce some one to examine it, we shall endeavour to explain, with as little legal technicality as possible, what feuduties are, and why they should not now, for the first time, be subjected to valuation, for the purpose of imposing upon them assessments and public taxes; for that this is the real object of the measure no one will seriously dispute, and Mr. Dunlop will never reconcile the public of Scotland to his Bill by the insertion in it of such clap-trap as this, that, "Whereas, while the insertion of any lands or heritages in the valuation rolls made up under the said Act does not render the same liable to any assessment or tax to which they are not subject by law, the exclusion therefrom of any lands or heritages legally liable to any such assessment or tax, by withholding the means whereby such assessment or tax may be lawfully imposed on them, gives occasion to their actual exemption from the imposition of assessments and taxes

to which they may, by law, be liable;" therefore it should be enacted, that the words "lands and heritages" in the Valuation Act before mentioned shall include "all lands, houses, shootings, fishings, feuduties," &c.; that is to say, that feuduties have acquired an exemption which did not belong to them formerly; but if this be a mistake, the putting of them into the valuation roll will not make them liable to assessment. We assert that they never have been liable, and ought not to be made so; and, in these circumstances, we should like to see them kept as much out of Mr. Dunlop's reach as possible.

In Scotland, when a man wants to buy a piece of ground, it does not matter for what purpose, he arranges to pay the price, in the shape either of a specific sum of money to be paid at once, or in the shape of a perpetual fixed annuity. When the transaction takes the former shape, the seller may either grant a title, which will enable the buyer to put himself in the exact position of the seller, in which case he will hold his land of the seller's superior, or he may give such a title as will enable the buyer to hold of the seller, as a superior created by the transaction, the acknowledgment of superiority being a penny yearly if asked, or something of that kind. In the case of a sale for an annuity, which is technically called a feuduty, the purchaser must hold of the seller as superior. This kind of transaction may be infinitely varied; for example, the annuity may run for twenty years, and become nominal afterwards, and *vice versâ*; but in all such cases the seller ceases to have any right to exercise ownership over the subject, and the vassal—that is, the purchaser—may use it in any way he pleases, and is, in fact, the true owner; and the superior cannot interfere so long as his annuity or feuduty is regularly paid, except to enforce limitations which may have been stipulated for at the time of the sale. In truth, it is just a ground-rent, with this difference, that the superior never derives benefit from any increase in the value of the land. The vassal, under the present Valuation Act, returns the full value of the property: he does not deduct the feuduty, which never has, under the law of Scotland, been subjected to assessment, except in so far as it forms income. Upon the faith of this, feuduties have been long resorted to as an investment, when it was desired to secure a fixed annual payment under a trust, or otherwise; and, as the feuduty is always the first charge upon land, however much it may have been improved by building or otherwise, it is evident that it may be perfectly possible, and it practically always is, to buy just such an amount of feuduties as will be sufficient, and no more, to provide payment of any annuity that it may be wished to secure; the feuduties out of which the annuity is to be paid being liable to no fluctuation, and being absolutely secure if the properties out of which they are payable are of much greater annual value. If Mr. Dunlop's Bill passes into law, and feuduties for the first time become subject to valuation, and, as we think, to assessment as a necessary consequence, their value will be immediately diminished, and in many cases trustees will not be able to implement obligations undertaken by them, because a security to which they were entitled to trust has been diminished in value by an Act of Parliament subsequently passed, and for no purpose that we can see but to increase the relative value of property which has hitherto borne the burden. This difficulty for trustees is not a mere supposition; it alarmed many when Mr. Dunlop proposed to legislate formerly, and may be illustrated by innumerable examples. One is sufficient. For the last six or seven years the Church of Scotland, under an Act known as Sir James Graham's Act, has been promoting the division of existing parishes, and the erection of new parishes under the authority of the Court of Teinds. Before any new parish can be erected the promoters must satisfy the Court that they have secured a perpetual stipend (salary) to the incumbent of not less than £120 a year. The mode in which they have done this hitherto has been by the purchase of feuduties yielding £120 annually, and enough over and above that to pay for the expense of collecting and keeping up the title; and when the Court has become satisfied that the feuduties are well secured, they have never, relying on the law, had any hesitation in pronouncing decree of erection, conceiving that the income never could sink below £120. If Mr. Dunlop carries his measure, a portion of this income will be immediately sacrificed, and then what will become of Sir James Graham's Act, and of the trustees who have undertaken to pay the miserable stipends provided under it? More than forty parishes have been erected under this Act, which will give some idea of the extent of the injury which Mr. Dunlop proposes to inflict on property belonging to the Church of Scotland. But this is only one of innumerable instances that might be quoted in illustration of the practical difficulty and confusion which such a change would create, independently of the gross injustice of diminishing, for the sake of a mere theory, the value of any species of property. The extent to which feuing exists in Scotland will be understood, when it is explained that, except where subinfeudation is prohibited, all land bought for building purposes, with a few trifling exceptions, is bought subject to a feuduty. The governors of Heriot's Hospital, who derive a very large income from this source, announced formerly that their revenue would suffer to the extent of £500 or £600 a year if Dunlop's Bill passed.

But the whole injustice of Mr. Dunlop's proposal has by no means been exposed. An annuity may be created in Scotland by a bond, over an estate; this annuity is a heritable subject, like a feuduty, and is payable in the same manner; but Mr. Dunlop has no intention of dealing with annuities in the same way. It would be a difficult question to answer why he only valued perpetual annuities, and not annuities for two hundred years, or shorter terms; and so he lets the matter alone. If this be not his reason, it would be well to explain it. Then, again, there are cases where, from the state of the title, the creation of a feuduty is impossible (for example, where subinfeudation is prohibited); but lawyers invented a deed, by which a purchaser bound himself to pay a ground annual out of the land, which, to all intents and purposes, is just a feuduty, except that the law does not afford quite so many facilities for its collection; yet Mr. Dunlop does not propose that his Valuation Bill should reach ground annuals. Hitherto, feuduties have always commanded rather a higher price in the market than ground annuals; but if Mr. Dunlop's Bill passes, this will all be changed, and ground annuals will become more valuable. Could grosser injustice be perpetrated? We could multiply such examples indefinitely, but on a matter purely Scotch, we have already occupied too much space. What has been said, however, will show how completely Scotland may find itself at the mercy of a mere experimenter in legislation; for there is very considerable danger that the Bill will be hurried through Parliament; and the injustice and injury inseparable from such an Act will only be felt when it is too late to remedy it, because the conveyancers of Scotland, who alone are in a position to estimate its probable effects, have no authorised means of making themselves heard.

We had meant to say something on the matters of shooting, fishing, &c., with which Mr. Dunlop also deals; but these are subjects which may possibly commend themselves to the attention of members of Parliament, when feuduties could not.

EDUCATION OF SOLICITORS.

To the Editor of The Solicitors' Journal and Reporter.

Sir,—In dealing with the subject of professional education, it may be well in the outset to have a clear view of the objects which we hope to attain, as leading thereby to the adoption of the best methods of securing them.

Adam Smith, in writing of the wages and profits in different employments, lays it down that there are two distinct rewards given for professional services: the first, honour and reputation; the second, money. It is essential to keep in mind these very different rewards in considering the present question.

It is an axiom that our present system of professional payment is a tax on intelligence, and a premium to ignorance. Under it one man is enabled to learn his profession at the expense of his client, and to gain much from him; and another, by his ripened experience, saves his client's time and money, but gains little for himself.

No other profession—including the higher branch of our own—offers such a temptation to incompetency. The members thereof are paid for saving time and anxiety by expertness, but the principle of paying one branch of the profession is for the consumption of both. Until, therefore, this mischievous system shall be altered, expertness will diminish the profits of ignorance, and the profession will curtail their own wages.

There are, however, two other classes who will be materially affected, and in very different ways, by this movement; viz.—1, the bar; and, 2, the client.

When an attorney ceases to have knowledge, then he seeks it of others. Whether the standard of the attorney's knowledge be high or low must materially affect, on the one hand, the profits of the bar, and on the other, the cost to the client. How many cases may be answered—how many conveyances settled—how many titles advised upon—by counsel, because of the attorney's incompetency!

The following questions of Sir Page Wood, and answers of Mr. Keith Barnes, point to this subject:—

"1584. Does it not follow that, if you make solicitors equal to barristers in point of attainments, the public will have to pay for a double agency—both very highly skilled, and of a certain

position in society ?—If a client has to consult his solicitor, the circumstance of that solicitor being a very highly educated man, a well-informed man on the subject of the law, is really a *saving of expense* to the client. He would often be able 'to give him an opinion, which would render it unnecessary for counsel to be consulted;' and, where necessary, present the case more clearly.

"1585. A well-educated solicitor not being able to go into court, if you make him as well educated as a barrister, it entails on the client the having to pay for the agency of two such highly-educated men ?—No; a solicitor, however highly educated, is only permitted to make certain specified charges, which the humblest practitioner is also entitled to make.

"1586. It is clear, is it not, that highly-skilled men who have been expensively educated must require a commensurate reward for their services ?—A solicitor does not, for any specific business, get more in consequence of his being highly educated, or of his being a good master of his profession."—*Appendix to Report of Inns of Court Commissioners*, 1855.

Where, therefore, it is assumed by some, that when a Legal University shall be established, as assuredly will be the case, by incorporating the four inns of court (excluding the inns of Chancery), the attorney will gain access there; or that the education of the attorney will receive the support and sympathy of the bar (as a class); it is (I venture to submit) a vast assumption of error.

But the client—and, as I shall hope to show, the public as distinguished from the client—will be great gainers by our proficiency. They, and they only, will sustain us in any conflict to secure it.

Professional efficiency for a statutory fee is one of the elements of professional integrity. It is analogous to the "just weight," "the shekel of the sanctuary," and must, in the nature of things, command the esteem and respect of the community.

And this leads me to the subject of this letter, viz., to demonstrate that the only reward to be gained by the profession in this movement, is the respect and honour of the community, and that this is in value infinitely beyond any pecuniary sacrifice that competency may entail upon them.

It is scarcely to be doubted that for the due discharge of his duties to society, no man's character *ought* to stand so beyond suspicion as that of the attorney. "The greatest trust," writes Lord Bacon, "between man and man, is the trust of giving counsel, for in other confidences men commit the parts of life—their lands, their goods, their children, their credit, some particular affair; but to such as they make their counsellors, they commit the "whole" by how much the more they are obliged to all faith and integrity."

In individual cases, how often is good advice followed or rejected, as it is known to be offered by one having, or not having, a character beyond all possible suspicion?

As the business of life—and that, too, in all its more important phases—cannot be transacted without the aid of such confidential agents, surely it is for the interest of society to have men trained up in the principle "that the place of justice is a hallowed place; and, therefore, not only the bench, but the footpace, and precincts, and purprize thereof, ought to be preserved without scandal and corruption," rather than that they should think that they belong to that other class, who, by way of contrast, Lord Bacon describes "as full of nimble and sinister tricks and shifts," thereby perverting justice.

How vast a difference it must make to the peace and welfare of the community whether you have (as the language of an early statute describes them) "them good and virtuous, and of good fame," or "persons that are sowers of seeds which make the court swell and the country pine."

> "How oft the sight of means to do ill deeds,
> Makes deeds ill done. . . . . .
> Hadst thou but shook thy head, or made a pause,
> When I spake darkly what I purposed;
> Or turn'd an eye of doubt upon my face,
> And bid me tell my tale in express words;
> Deep shame had struck me dumb, made me break off,
> And those thy fears might have wrought fears in me:
> But thou didst understand me by my signs,
> And didst in signs again parley with sin;
> Yea, without stop, didst let thy heart consent,
> And, consequently, thy rude hand to act
> The deed which both our tongues held vile to name."
>
> *King John*, Act iv. Sc. 2.

Such is the influence for good or evil of every attorney.

Hume—who, be it remembered, was a philosopher as well as an historian—in writing of the conduct of the English towards the Irish in the reign of Elizabeth, remarks—"They treated them like wild beasts till they became such." So it is still, you may impute bad motives till all others are destroyed.

Those who are truly the members of an honourable profession strive not for money, but for reputation; but hard, indeed, is the contest when every man's character is safe save theirs. For, as it is, every rogue—suitor, witness, or aught else—thinks to shelter himself from disgrace, or to plume himself with integrity, at the expense of our reputation.

For protection from such injustice we might reasonably look to the bench and the bar, who, though in a different degree, share the pursuits and responsibilities of the profession; but, to note at times their conduct in this respect, a stranger might be led to imagine that the two branches of the profession were instituted for opposing purposes—the one to plan, and the other to frustrate, injustice; and, therefore, that one deservedly earned contempt and the other applause. Why else did the Chancellor, in a late case (*Num* v. *Edge*), stop to denounce a solicitor for presenting a pauper appeal, which a leading and a junior counsel, sitting before him, had both certified as proper to be heard?

But (with an apology) to pause: If your readers are agreed with me on the object, may I, by a subsequent letter, point out the means of securing it?—Yours faithfully,

Gray's-inn, Feb. 17, 1858. C.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—"A Country Solicitor" addresses you on this subject in your impression of the 20th instant, and stigmatizes the proposed preliminary examination of articled clerks in such insignificant subjects as the English language, English history, geography, the Latin and French languages, arithmetic, and book-keeping, as "beneath the notice of the higher forms at our public schools."

However this may be I know not, but, if at all correct, I would strongly advise every father, who intends his son for the *practice* of our profession, to avoid public schools as he would avoid something blacker. Your correspondent omits to inform us specifically what sort of an examination he desires, but asks, "Why should not the proposed examinations be made a guarantee that the candidates have received a *gentleman's* education ?" leaving the reader to imagine what that is. Now, fully admitting that the members of our profession should possess that "delicacy and refinement of English gentlemen" which is referred to by your correspondent, yet I am induced to ask the favour of your inserting this, in order that my protest may be entered against the insinuation, that a man can neither be a gentleman nor a lawyer unless he has been educated at a public school; or (if "A Country Solicitor" does not intend to go quite to this extent) unless he is, as a boy, a proficient in something more refined than his own *vulgar* tongue—his country's history, geography, the Latin and French languages, arithmetic, and book-keeping, subjects which, contrary to "A Country Solicitor," I think exceedingly well chosen by the Metropolitan and Provincial Law Association; and the late addition, in their suggestions to the Incorporated Law Society, "of the English language," I consider (notwithstanding its having called forth the strictures of "A Country Solicitor") a very important one. How often are those who respect Lindley Murray much disappointed, not to say disgusted, at finding the quasi classic ignorant, or (what is worse) careless, of the grammatical distinctions between the living and the dead languages, blundering in his English in a manner that would horrify him if he committed a similar mistake in his Greek.

If there is any fear of our legislators proposing that Sanscrit or Hebrew should be the language of our courts, or of our ever being driven back to our original Norman French, by all means let the embryo solicitor be well drilled in these gentlemanly subjects.—I am, Sir, your obedient servant,

February 23, 1858. ANOTHER COUNTRY SOLICITOR.

COUNTY COURT COSTS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—On referring to County Court Rules 61, "Lector" will find, that, where a defendant pays into court before judgment a sum exceeding £20, it must be with court fees "and the attorney's costs," clearly indicating what should be, if it is not, the general practice, that where the defendant pays into court before judgment a sum *not* exceeding £20, it may be without attorney's costs; and this is founded upon the principle that if a *demand* made by the plaintiff exceeding £20 is reduced at the hearing to a sum not exceeding £20, then that the costs should be taxed upon the amount *recovered*, which, in fact, is the proper and just *claim* of the plaintiff; and, in this restricted sense, it is submitted the term "debt or damage

claimed," in section 33 of 19 & 20 Vict. c. 108, may be read; which, it is also submitted, is not inconsistent with the terms used in section 91 of 9 & 10 Vict. c. 95, the word "*recovered*" being there used merely to define the meaning of the word "*claimed*," which has reference there to the amount of the plaintiff's *demand*. If the rule for taxation were otherwise, of course, in all unliquidated demands, the amount would be fixed at a sum exceeding £20, in order to carry the whole costs, although the actual damage or *claim* might not be twenty pence. In liquidated demands, however, there are no doubt cases in which this rule must be relaxed, as, for instance, where it is reduced by a set-off, or where, under the particular circumstances of the case, the amount is reduced, although the plaintiff's just *claim* is not. A case occurred in this court a short time ago, where an overseer of a parish, who had collected part of the poor rate, died without having paid over the amount so collected; two of his sons appropriated all his effects without administration; the surviving overseer sued the two sons for the amount of money so collected by the deceased overseer, amounting to more than £49, which was proved at the trial; but the goods and chattels taken by the sons being estimated by the judge at £20, a judgment for that amount was entered. In this case the costs were taxed on the higher scale.

The practice of the superior courts confirms the principle above stated.—I am, Sir, your obedient servant,

W. H. H.

EXAMINATION QUESTIONS.

To the Editor of The Solicitors' Journal & Reporter.

Sir,—I do not wish to occupy space unnecessarily, but perhaps you will allow me to remark that the excuse made by an Articled Clerk for the examiners will not avail them. If he wishes to see a specimen of a "catch-question," let him con over No. 26 of the last issue, which five out of every ten would stumble at.

The examiners themselves would probably say that Nos. 38 and 45 were slips, and that the explanation given by a writer in a contemporary is the true one; viz., that the questions used in former days are pressed again into service, and these, through inadvertence, forgetfulness, or ignorance (they may take their choice of excuses), were not subjected to the necessary correction to make them suitable to existing circumstances.

In any light, the mistake is a slovenly one, and does no credit to its authors.

Fancy a question to the following effect:—"What *are* the proper initiatory proceedings in order to levy a fine or suffer a recovery?" This, however, is quite as proper as the questions 38 and 45, and would, doubtless, be classed by my learned friend the "Articled Clerk" among the catch-questions, although relating to matters now merely historical.—I am, Sir, your obedient servant,

Scrutator.

Review.

The Fourth Edition of Serjeant Stephen's Commentaries. Prepared for the Press by James Stephen, LL.D., of the Middle Temple, Barrister-at-Law. London: Butterworth. 1858.

A fourth edition has appeared of Serjeant Stephen's "Commentaries," prepared for the press by his son, Mr. James Stephen, the Professor of English Law and Jurisprudence at King's College, London. The character of the book is so well known, and its reputation so thoroughly established, that we have no further inquiry to make than whether each new edition brings down the law to the date of publication. Mr. Stephen is a very worthy editor of his father's work, and has evidently bestowed the greatest care and industry on fulfilling his task as perfectly as possible. The last edition appeared in 1853, and on turning to different parts of the new edition, we find the Acts of Parliament and the chief cases of a later date noted up very accurately. Sometimes the provisions of recent Acts are incorporated in the text—as, for instance, the leading clauses of the Divorce and Probate Acts; and, throughout, copious references are made in the notes to Acts and cases altering the law. If we turn to any one head of law, and examine closely what changes have been made in the preparation of this fourth edition, we shall easily see how well Mr. Stephen has done his work.

We have only, for instance, to take a few pages of the chapter on Title by Contract, and we shall see how conscientiously the editor has devoted himself to making the summary of the existing law complete. A note on the first mention of the Statute of Frauds calls our attention to the remarkable case of *Lerous* v. *Brown*, in which the Court of Common Pleas recently held that an action cannot be maintained in an English court on an agreement which is not made in accordance with the Statute of Frauds, although the contract was entered into in a foreign country. We have, then, a concise statement of the effect of the section of the Act 19 & 20 Vict. c. 97, which refers to guarantees, and provides that no mention of the consideration shall be necessary. In the note on the section of the Statute of Frauds referring to interests in land, we find the cases of *Jones* v. *Flint* (10 Ad. & Ell. 753), and *Vaughan* v. *Hancock* (3 C. B. 766), are withdrawn, and four recent cases substituted. There cannot be a greater proof of care in the publication of a new edition than that of withdrawing cases given in previous editions, when these cases have been virtually overruled by, or their principle re-stated in, newer cases. The common book-making manner of throwing off a new edition is to give the additions which the editor has made in the course of his reading, without caring how the original matter is affected by the new. The next page brings us to the law of innkeepers, and the implied contract which binds the host to secure the good of his guests in his inn. In a note there is added an allusion to the case of *Armistead* v. *Wilde* (17 Q. B. 261), where an innkeeper was held to be relieved from liability because the guest had been guilty of *crassa negligentia*. The subject of the sale of specific goods is made complete by an allusion to the 19 & 20 Vict. c. 90, s. 2, which enables a plaintiff in an action, on breach of contract, to recover the goods specifically, and not merely damages for their non-delivery; and when, after the interval of a few pages, we come to the law relating to carriers by land, we find a note contained in the third edition much enlarged and enriched. In the first place, it is pointed out that the law as to the liability of railway companies also applies to canal and navigation companies. The general effect is then given of a recent Act (17 & 18 Vict. c. 31), by which companies of either description are expressly made liable for neglect or default, notwithstanding any notice attempting to limit their liability, and then follows a list of illustrative cases. But, so fast does the law grow on a point which increased railway travelling makes every day of more importance, and places continually in a new light, that Mr. Stephen has withdrawn all the cases given in the corresponding note of the third edition, and given us five recent cases instead.

It is natural to compare this fourth edition of Serjeant Stephen's Commentaries with Mr. Kerr's recent edition of Blackstone, and to ask which is the better book, and which is the most sure, accurate, and copious guide when we seek for a compact and accessible summary of any portion of English law. In order to test this, we have compared the two works on two points, as different and as likely to be indicative of the whole as we could think of. The two points were, the law of the constitution of Parliament, and the law of the rights of a husband over the property of his wife. Under the first head, the merits of the two works seem equally balanced. Mr. Kerr's narrative is more continuous, while the mixture of Serjeant Stephen and Blackstone is not always pleasant. Sometimes a good historical note was added in the one work and sometimes in the other. But when we passed to the second subject, we found a wide difference between the two works, and think that no one who compares them on this head can doubt that Serjeant Stephen's book is greatly the superior. Mr. Kerr, following Blackstone, disjoins the rights of a husband over his wife's person from his rights over her property. Serjeant Stephen puts both under the head of "Husband and Wife." We have to turn for the passage on the wife's property to Mr. Kerr's second volume, and for the passage on the wife's claims against her husband to his first volume. And we find the statement of what the husband is bound to do for the wife very scanty and insufficient. The law on the subject is given fully and clearly in Serjeant Stephen, and the industry of the present editor has given the clue, in the foot notes, to a really comprehensive study of the several more important points. Where Mr. Kerr refers to two cases, Mr. Stephen refers to twenty. This is the great merit of "Stephen's Comm. entaries." It not only arranges the subject clearly and connectedly, but it shows the student how he may prosecute the inquiry for himself, and carry his knowledge beyond what can possibly be conveyed within the limits of a general treatise.

These, we may repeat, are the two great merits of Serjeant Stephen's work: 1, arrangement; and 2, information, given in such a way that while a person unaccustomed to law is not overburdened with the weight of matter thrown on him, a student somewhat advanced finds directions for further investigation. There are some defects; more especially the intermixture of styles, and the introduction of old-fashioned dissertations and sentiments in the manner of Blackstone's well-known panegyric

on English law, which, if he had but meant it ironically, would have done so much credit to his wit. There are, also, notes which are beneath the historical learning of the present century, and references to writers now out of date. In the fourth edition we are pleased to see that many of these notes have disappeared, but some still remain, although the editor is quite in the right road, for he has in many instances substituted references to the works of Mr. Hallam, and authors of a similar standing, for the references which appeared in Blackstone's work to the authors thought eminent and trustworthy a century ago. Mr. Kerr has also a great advantage over Serjeant Stephen in retaining so much of Blackstone's original work as shows what was the old law of actions. It is true that this breaks the unity of the design if the work is intended to be a summary of existing law. But the ignorance of the old system of civil process is so great and so constant a stumbling-block to the young lawyer, that he may be very glad to purchase the information along with the summary of existing law, although its insertion makes an incongruous patch in a work primarily destined to a different subject. It is hopeless to study English law, unless we study it historically; and even little bits of history let into the body of a work on the present law throw so much light on what is now current, that it is hard to overestimate the gain. What is wanted is a companion work to Stephen's Commentaries, sketching in outline, and without too great minuteness, the history of English law. But it is a want much more easily stated than supplied. So much beside legal knowledge is required, an acquaintance with so wide a range of history, of philosophy, and jurisprudence, that we are afraid such a work is not likely to come soon.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, Feb. 19.

THE BANKRUPTCY LAW.

Lord BROUGHAM, in asking when the Government measure would be introduced, took the opportunity of stating that he had omitted the previous evening to add, that his Bill, which was then read a first time, contained a specific provision to prevent the scandal happening again of a gentleman going from England to Scotland to avail himself of the proceedings of the Scotch bankrupt law, and to avoid the operation of the English bankrupt law, which had recently occurred in the case of Mr. Stevens, the manager of the Eastern Banking Corporation. He had also introduced into the Bill what were called the dead-man's clauses, applicable both to bankrupts and insolvents, which he had introduced into the measure of 1849, and had only withdrawn at the request of the late Lord Cottenham.

The LORD CHANCELLOR said, the Government Bill was actually prepared.

Friday, Feb 26.

THE LAW OF LIBEL.

Lord LYNDHURST inquired whether Lord Campbell would not be able, in consequence of the postponement of his Bill, to render it more extensive in its operations than at first intended?

Lord CAMPBELL said, he should be very glad if his noble friend would take the Bill off his hands, and make it more extensive. He would willingly surrender it.

Earl STANHOPE said that the Bill as it stood was the result of the recommendation of the committee of that House which had sat on the subject, and that any other Bill would not come supported by such recommendation.

HOUSE OF COMMONS.

Friday, Feb. 19.

MINISTER OF JUSTICE.

Mr. EWART, referring to the resolution unanimously passed by the House last session in favour of the appointment of a Department or Minister of Justice, inquired what steps the Government had taken to carry it into effect.

Lord PALMERSTON said—Government are quite willing to give effect, as far as they properly can, to the wishes of the House expressed by the resolution of last year, but the terms of that resolution are exceedingly ambiguous and liable to misconstruction. A Department of Justice may mean either a department for superintending the execution of the law, or a department for superintending the formation of the law. The establishment of the former would not be at all desirable in this country, or in accordance with the spirit of our institutions. The execution of the law is intrusted to the courts of law, which are independent; and it would be very improper that any department should have control over them. With regard to the latter,—namely, a department for superintending the formation, harmonizing, and amendment of the law, it is difficult to make an arrangement of that sort; and up to the present moment we have not been able to satisfy ourselves as to what kind of arrangement would be most expedient for accomplishing the purposes which Parliament had in view, and which when properly accomplished will, I have no doubt, be of the greatest advantage.

Mr. NAPIER wished to remind the House that it was more than a year since the subject of a Department of Justice had been brought under their notice, and notwithstanding the opinion which had been embodied in a resolution, and unanimously agreed to by the House, nothing had since been done with regard to the subject. The noble lord now said that there was a difficulty of construction in the resolution; but he remembered that in July last, when a charge was brought against the Statute Law Commissioners, the noble lord had urged those who made the charge not to press it, because there would very soon be a Department of Public Justice. He should wish to know from the Attorney-General what were the present views of the Government upon the subject, and if the answer of that hon. and learned gentleman was not satisfactory, he should take an early opportunity of testing the sense of the House upon the subject.

Mr. LOCKE KING said, that in 1856 Mr. Napier had moved a resolution upon the subject, and then the excuse made for not acceding to that resolution was, to wait and see what the Statute Law Commission would do; but that commission having done nothing, and the noble lord, perhaps, never expecting them to do anything, he in the following year agreed to a similar resolution. More than a year had since elapsed, and no step had been taken, and he hoped that the House would receive an assurance from the Attorney-General that some measure would shortly be proposed to Parliament.

The ATTORNEY-GENERAL had prepared a plan to give effect to the resolution which had been referred to; but after great consideration and discussion that plan had been considered to be defective, inasmuch as it embodied too many subjects. The establishment of a system of superintendence over public prosecutions, and also to provide some effectual means of assistance in preparing and checking the progress and current of legislation, were matters which had not only engaged the attention, but had received the approbation of some members of the Government; and as regarded those subjects he hoped that a measure would be soon submitted to Parliament. His opinion of the necessity of a public department was strengthened not only by a consideration of the state of the law in England, but also of the state of the law in the colonies; for the condition of the law in the colonies with regard to bankruptcy, insolvency, consular law, and other matters, undoubtedly required a constant superintendence. He hoped that the present would be the last time that he might be called upon to give an assurance that some steps would be taken in the matter.

Friday, Feb, 26,

Sir R. BETHELL drew the attention of the House to Lord Campbell's attack on him in reference to the Alien Bill. The learned gentleman denounced his Lordship's remarks as "discourteous, vulgar, and intemperate."

Law Amendment Society.

REPORT OF SPECIAL COMMITTEE ON PROFESSIONAL REMUNERATION.

The special committee appointed by the council during last session, to consider whether any and what fixed rate of professional remuneration ought to be laid down, have to report as follows:—

The mode in which attorneys and solicitors are remunerated for their services has been long felt to be a grievance both by the profession and the public. Speaking generally, those services, often of a highly intellectual and responsible character, are estimated according to a mere mechanical standard, and that standard, except in a few cases, is applied with unrelaxing uniformity. The principle of remuneration for such services is exactly the same as if every artist, skilful or unskilful, were only entitled to be paid for his pictures according to the quantity of canvass and paint employed, and the number of strokes of his brush, and all of these charges were regulated by an inflexible tariff. In all the departments of legal practice, there

are certain fixed scales applicable to the mere external forms in which the labour of the attorney and solicitor appears, but having no reference to the real amount of labour undergone, or to the extent of responsibility incurred. Where written documents form the results of their services, the services are paid for according to the length of such documents; and where formal proceedings are their results, they are paid for according to the number of such proceedings. No matter how great may have been the labour, skill, and experience necessary to bring matters into a certain external form, the external form alone ascertains the remuneration. No matter how important or valuable the services may have been which the client has received, he is protected by the one weight and the one measure against any charge founded on such substantial grounds. Even in cases where it is patent to common sense that the charges for the mere formal business will afford no compensation to an attorney and solicitor for the real labour and real services of any employment he is requested to undertake, he is precluded from entering into any agreement with his client for receiving a higher rate of remuneration than the scale applicable will allow. So far, indeed, is the principle carried of preventing an attorney and solicitor from in any way protecting himself, that he is not allowed to take security for costs to be incurred, however doubtful the means of the client may be, and however great the necessary disbursements.

The historical origin of such a system is somewhat obscure, although the principles from which it arose are abundantly obvious. Attorneys were at first strictly officers of the court; and, as such, it was in early times the practice for the Court, or one of the judges, to tax their bills of costs. At what time this duty was transferred to the prothonotaries, or other officer of the court, does not very certainly appear; but, at all events, after the 2 Geo. 2, c. 23, it was to these officers, under the superintendence of the Court, that taxation was entrusted. The scales upon which they proceeded would seem to have been determined by the practice of the Courts, with occasional directions from the judges. It appears, however, that in 1733 the prothonotaries agreed upon a scale of fees, which forms the groundwork of the scales now in force, and which has never been essentially modified, although some of the items have been changed to suit the alterations in practice. In one respect, indeed, we have even retrograded, as conveyancing business, unconnected with any proceeding in court, was for the first time subjected to taxation by the Attorneys and Solicitors Act of 1843.

The whole system thus derived is based on the principle of protecting the client against the attorney and solicitor, by compelling the latter to charge for his services according to fixed scales, having reference only to certain items. The enactments of the Legislature, and the practice of the Courts, with regard to professional remuneration, seem to have proceeded on the idea that to commit the client to the attorney and solicitor, without strictly tying up the hands of the latter, and prescribing in every particular the mode of charging for his services, would be "quasi agnum lupo committere ad devorandum." The natural result, therefore, has been that, as legal practitioners must be remunerated for their services, they are driven, in cases where the scales do not afford proper recompense for the real and necessary work, to do work which is unnecessary, but which the scales allow them to charge for, and to charge at the highest rate which the scales will permit for work that is merely formal and mechanical. As Lord Brougham justly observed in his great speech on law reform, in 1828, "The necessary consequence of not suffering an attorney to be paid what he ought to receive for certain things is, that he is driven to do a number of needless things, which he knows are always allowed as a matter of course; and the expense is thus increased to the client far beyond the mere gain which the attorney derives from it." The propriety of attorneys and solicitors remunerating themselves in this way, has been frequently sanctioned by the Courts. For instance, in *Davenport* v. *Stafford* (8 Beav. 516), Lord Langdale says, "It was said that solicitors are in the habit of charging for services and business which they never perform, and that, therefore, the charge for attending the settling is no proof that there was any such attendance. Now, I have been informed that solicitors frequently do charge for particular acts of business, which upon the occasion to which they relate may not have been necessary or required for the interests of their client, and this because, in the taxation of costs for the whole business done, such charges are allowed, whilst the charges allowed for other services of the utmost value and importance, truly rendered to these clients, are so inadequate, that unless some compensation were allowed in another way, no adequate remuneration would, upon taxation, be given for the transaction of the whole business. It is much easier to censure than to remedy this state of things, which, under all the circumstances, is more to be regretted than blamed. The blame which there may be is more with higher authorities than with the solicitors, who, having regard to the rules of taxation, cannot help themselves."

One obvious consequence of the system is, that an attorney and solicitor's bill is, of all things in the world, the most perplexing and unsatisfactory to a client, who is in general ignorant of the rationale of the matter, or, at least, unwilling to admit its soundness. As there are no charges directly applicable to the mental labour and careful consideration bestowed on the business accomplished, he naturally concludes that these qualities have been very little put in requisition; he takes the thing as he finds it, and he complains, with some show of reason, of the charges for attendance upon attendance, for letter upon letter, and for copy upon copy, which he is apt to regard as somewhat like the charges for wax-lights in the continental hotels. The real truth of the matter, however, is, that at the present day, from the simplification of legal proceedings which has been introduced, the old mode of remuneration being still retained, attorneys and solicitors are not adequately paid for many of their most important services, especially in the common law and equity departments of practice; whilst in cases where the authorised charges allow a sufficient recompense, the mode of remuneration gives a false colour to their services. Until their remuneration is placed upon its proper basis, justice will not be done to a most important and useful body of men, nor will the public be put in a position for availing themselves as they might of legal assistance and advice, and of the full benefits which the law was intended to confer.

If a system were elaborately framed for the purpose of securing prolixity, repetition, and obscurity in legal documents, and complication, technicality, and delay in legal proceedings, no system could be better than the present mode of professional remuneration; nor could a better scheme be devised if the object were in every way to lower the position of a body of men to whose honour, fidelity, and skill, the most important transactions of human life are intrusted. The most skilful and experienced practitioner is paid precisely according to the same scale as the least skilful and least experienced; and the greatest of all services, by which litigation is prevented, are either almost unremunerated, or are remunerated without any reference to the importance of the object effected.

The inadequacy of the present scale of fees for chancery and conveyancing business has been set forth with so much force and clearness by Lord Lyndhurst, in a speech in the House of Lords, March 26th, 1855, in the debate on the despatch of business—Court of Chancery Bill—that it is desirable to quote here a passage from it, as illustrating what has already been said:—"For example," says his Lordship, "in the case of a complicated account, or an intricate pedigree, to enable the judge's chief clerk to get through it in one sitting, required, perhaps, a whole month's previous preparation by the solicitor. For such preliminary labour, however, no fee was allowed; and yet, if that labour were performed in the presence of the officer (whose time was consequently wasted), the solicitor received the payment that was otherwise denied him. Thus, although speed and simplicity were the client's interest, dilatoriness and intricacy were the interest of the solicitor. So, again, with regard to conveyancing: if a solicitor drew a deed or will of a given number of folios, he was entitled to a certain fee; whereas, if he sat down, and, by bestowing great pains upon the document, succeeded in abridging its length by one half, he would lose half his remuneration. A premium was, therefore, held out to verboseness, and the solicitor's interest was made to stand in direct antagonism to that of his client. Further, when a solicitor gave advice in the progress of a suit, he received no fee; but if he saved himself the trouble and responsibility of giving such advice, and laid the papers relating to the cause before counsel, he was entitled to charge several guineas for his profit. And if a plaintiff's solicitor appeared before a judge in chambers, and argued against counsel on the other side, he would only receive for doing his own work and that of a counsel, £2 or £3; whereas, the defendant's solicitor, who perhaps only sent a young clerk with counsel, would obtain £6 or £7. Could anything be more absurd, unequal, unjust, or impolitic, than such a mode of remunerating professional men?"

The same evils and anomalies exist in the other great department of business—that of common law—although in the most important matter a step has been taken in the right direction since the Common Law Procedure Act, 1852, in authorising the masters, instead of the former limited fee of 13*s.* 4*d.* for in-

structions for a brief, to allow whatever they may think a reasonable remuneration.

Nor can anything be more unfair than the position in which the present system places the profession with regard to many important questions relating to the amendment of the law. In some cases, indeed, it may be suggested, that, as legal proceedings are rendered cheaper and more expeditious, they will increase in number, and thus compensate for what is taken away. It is questionable, however, from the experience of the profession, whether this is altogether a sound view of the matter. But there are cases to which even this doctrine is clearly not applicable; and of these, the most important is the transfer of land. On this subject all sound, social, and economical views are in favour of the introduction of some method by which land may be transferred in a cheap and easy manner, and no scheme will satisfy the people of this country in which this object is not attained in the highest degree possible. But any scheme which will at all come up to the popular wishes on the subject, must necessarily lessen the emoluments of the profession, if the present system of remuneration is to continue; and, therefore, as part of that scheme, or in connection with it, the remuneration for services relating to this department of professional practice must be placed on a new basis. On this subject the commissioners on the registration of title have made some very just observations at the conclusion of their report, which it is necessary to bear in mind when considering their scheme with reference to the interests of the profession.

In another way, also, the adherence to the present mode of remuneration has injuriously affected the amendment of the law, especially with reference to procedure. For the purpose of saving expense, where the sum in question is small, various efforts have been made to afford a simple and speedy procedure. But proceedings in which large sums are involved have by no means shared, to the same extent, in the improvements which have been introduced into the courts of law and equity. And, accordingly it has been said by a member of this committee on another occasion,* "That our courts now reverse the order of the railways, and insist on sending their first-class passengers by their slow parliamentary trains, making them stop at every possible stage, while it is the third class folks who are made to travel by express." Now, under a proper system of remuneration, where the substantial value of the services was taken into account, there would be no inducement to adopt anything but the best procedure viewed with relation to the ends of justice, whether the sums involved were great or small.

On the evil effects of the present system of remuneration on the amendment of the law, we are happy to be able to fortify ourselves by the opinion of Lord Brougham, expressed before the Committee of the House of Lords, in July, 1851, on the Masters' Primary Jurisdiction Bill. "The other cause," says his Lordship, "of delay and expense is the perfectly faulty mode of remunerating professional men, solicitors especially; but I do not except counsel. This opinion is the result of my whole professional experience and observation, and it is not confined to proceedings in equity. The subject is one of great difficulty, but it is of yet greater importance; and I feel assured that whatever other changes are effected to improve our system, whether of equity or common law, a large proportion of the evil will remain, unless this difficulty shall be grappled with and overcome."

The truth is, that, amend the law as we will, and reduce procedure to its most natural condition as we may, so long as the present system of remuneration remains, the public will never enjoy the full advantage of whatever improvements may be introduced. There is no secular profession which is more under the influence of custom and tradition than that of the law—none which acts more under the domination of professional ideas—none in which there is a stronger and more pervading class spirit. Unquestionably, the feeling thus engendered is productive of much good, by inducing, as a general rule, upright and honourable conduct on the part of its members, and by making those who act unworthily understand their true position. But with respect to the interests of clients, it may be questioned whether this feeling operates in all respects in an equally favourable manner, since there can be little doubt that from the mode of remuneration which has prevailed, acting along with the natural formalism of the lawyer's mind, the public opinion of the profession has established, as a general rule, that whatever gets into the hands of the law must be made to go through certain orthodox processes, without reference to utility or sound reason. Hence the comparative neglect of the provisions of the Act for simplifying the conveyance of real property (8 & 9 Vict. c. 119); and hence, also, the tendency in every case where procedure has been simplified to pass through all the stages that are still allowed, and always to adopt the longer course in preference to the shorter where there is a discretion in the matter. Indeed, the whole legal system of this country might be shown to be affected by the views and sentiments to which we refer. Now, there can be little doubt that the creation of an opposite public opinion in the profession would be of great advantage to clients, and, in fact, to the whole community; and the likeliest mode of effecting this appears to be, by making remuneration for legal services depend on the real and necessary work done, and thus causing brevity and speed to be considered as the acknowledged interests of the profession.

It is obvious, therefore, that it is not only the profession, but the public also, who suffer from the present mode of remuneration; and we take upon us to say, after mature consideration, that the part of the mischief borne by the latter is out of all proportion greater than that borne by the former, great as that is, and heavily as it presses on them. For it is not merely from the fact that the amendment of the law is thereby retarded, or rendered all but nugatory, and that legal instruments are made prolix and unintelligible, and legal proceedings tardy and complex, that the public suffer—they suffer far more seriously from the strong inducement which the system holds out never to employ lawyers unless compelled by the last necessity. How much of endless and expensive litigation—how much of pecuniary loss to families and individuals—how much of social evil arises from professional assistance not being sought in proper time, or from parties attempting to do for themselves what only a lawyer could do properly, is known to every practitioner and to every layman of much experience in the world. Under no system of jurisprudence, suited to the wants of an artificial and complicated state of society, would it be possible for every man to be his own lawyer. The utmost, therefore, that any sound and judicious law reformer can aim at, is, on the one hand, to render the law as simple and natural as may be consistent with the wants of the community; and, on the other, to remove every obstacle which may prevent the services of the profession from being available, in the fullest degree, to those for whom the law was intended as a shield and not as a snare.

Even with regard to matters of business, commercial or private, which seem to those engaged in them to have little reference to the provisions and rules of the law, how much of loss and anxiety might be prevented by professional advice obtained before the irrevocable step is taken. The doctrine of the law, that every man is supposed to intend the necessary consequence of his own acts, is essential to any regular and consistent legal system, but it renders necessary the utmost circumspection in dealing with our own rights or with those of others. The profession has no higher duties to perform towards the public, and can confer no greater benefit on individuals, than by giving counsel with regard to any acts which may have legal consequences. And if any mode of remuneration tends to cause its services to be called for only when the mischief is done, and to make it merely the mœstis præsidium reis, a great evil is produced, which must deeply affect the welfare of society.

That the present mode of remuneration operates in this way very little doubt can be entertained. Throughout all classes of the community there exists a strong aversion to consult a professional man, where it can possibly be avoided; and this aversion arises in a great measure from the feeling, that the mode of charging is unfair, and that there is no security that the bill of costs will properly represent the work done, or that the work done will be the legitimate and necessary work which the occasion required. Such a feeling is natural, and has been found to operate in the same way in the case of every employment where a similar mode of payment has been adopted; and, accordingly, in our day the natural mode of remuneration—the direct payment for actual services—has, in all matters of importance, where men have been free to act, almost entirely superseded the artificial system. The truth is, there is nothing as to which men in general are more keenly sensitive than as to the mode in which they are required to pay for services rendered to them; and the advantage of the direct mode is at once felt wherever it is adopted. Few things have tended more to make the railway system of travelling popular in this country than the direct payment of fares, which cover all the charges connected with the conveyance of passengers. But no instance, with reference to the subject under consideration, can better show the advantage of adopting this mode than the medical profession. The custom of paying physicians and surgeons directly for their services has long prevailed, and complaint has been seldom ex-

* Paper read by Mr. E. W. Field at the meeting, held at Manchester, 1857, of the Metropolitan and Provincial Law Association.

pressed, except on the part of those who are unable to see why great skill and experience should be suitably rewarded; but, until recent years, general practitioners were universally paid according to the quantity of medicine administered to their patients. The consequence was, that the latter could scarcely avoid the suspicion that medicines were given to them, not simply for therapeutic purposes, but in order to make up a charge; and the system did, in fact, lead to a most outrageous system of *dosing* the community, against which homœopathy seems only a natural reaction. Of late years, however, the general practitioners have, to a great extent, seen the propriety of accommodating their mode of charging to the feelings of mankind and the scientific practice of medicine—a change which has been to the advantage of a most useful and respectable body of men, and to the still greater advantage of the constitutions of her Majesty's subjects.

It is clear, therefore, on all the grounds which have been now stated, that the question of the remuneration of attorneys and solicitors is one in which the public have the deepest interest; and that no mistake can be greater than to suppose that it merely concerns the profession. If, under the present mode, the profession suffers, far greater and more weighty is the evil which falls on the public.

Indeed, the objections to such a system as that which now prevails meet us on every hand. A mode of paying for real services by paying for factitious services is altogether objectionable in principle, whether considered morally or economically. No rule of justice can be clearer than that, if a man is to be recompensed for his labours, those labours should be fairly estimated, and their value deduced from their real character and results; and no ground of policy can justify the introduction into one of the most important dealings of human life of what, to use the expression which a great living writer has made current, are neither more nor less than *shams*.

Economically considered the system will not stand a moment's examination. The real and substantial work of an attorney and solicitor, being essential for the due production and distribution of wealth and the exchange of commodities, may fairly be considered as productive labour. But all the work which is unnecessary, and which is done merely for the purpose of raising a claim for remuneration, is strictly unproductive. Such labour tends in no degree to the creation of wealth, and might as well, for all economical purposes, be expended in attempting to twist ropes of sand, or to fly to the moon. Even the rule which prevents an attorney and solicitor from taking security for costs, is in violation of sound economical principle, as it must tend to operate in one of two ways, viz. either to prevent the legal business of persons whose means are doubtful being undertaken at all, or, if undertaken, to induce the attorney and solicitor to make his charges as high as is possible under the existing system, for the purpose of covering the risk.

But the radical objection, in an economical point of view, to the present mode of remunerating attorneys and solicitors, is derived from its interference with the natural relations between employers and employed. The principle of competition is admitted, by most persons of intelligence at the present day, to be the sound principle with reference to all other labour, mental and bodily. And if so, why should an exception be made in this particular case? None of the arguments which have been brought forward in favour of the exception at all justify this flagrant interference with so unquestionable a principle. It is said, in the first place, that attorneys and solicitors are officers of the courts, and as such enjoy a species of monopoly. But it is quite obvious that no monopoly is enjoyed by attorneys and solicitors more than by the members of any other profession—the medical, *for* instance; and if in a certain sense they are officers of the courts, the summary jurisdiction which the courts possess over them, and the power of admission or striking off the rolls, are sufficient checks on them considered in this relation. It is quite clear that in modern times this relation by no means determines the real position of an attorney and solicitor with reference to the question of remuneration. Even with regard to court business, every client has the most unlimited power of choice as to whom he shall employ as his legal agent; and many of the most important duties of an attorney and solicitor have no connection with proceedings in courts of law or equity, whilst the highest duty, perhaps, which he has to perform, and which under a better system of remuneration would be indefinitely enlarged, is that of keeping his clients out of the courts altogether.

Another ground on which the present system is defended is, that if the terms of remuneration were left to be arranged between the attorney and solicitor and his client, the latter would be incapable of judging what was a proper charge, and would therefore be left to the mercy of the former. If there be any truth in this notion, it is clear that the system of scales ought to be extended through most employments in which human beings are engaged. In the great majority of cases the employed, from his peculiar knowledge, must have an advantage over the employer in settling the terms of remuneration; but the principle of free competition is the only trustworthy safeguard against injustice, and, if fraud be introduced, that, the law wisely provides, shall vitiate the contract.

Nor is it any answer to the sound economical view of the question to say, that there are many departments of professional business in which it would be impossible before-hand to come to any agreement as to the terms of remuneration. Practically, it has been found possible to adopt the system of agreements generally in some of the States of North America; but no one has ever contended that it would be proper to enforce agreements in every case. All that is sought for is, that it should be open to the parties to enter into them or not, as they may think desirable, and that the natural laws which would regulate the rate of remuneration for professional services should have free scope. Experience, in this as in other things, would satisfactorily show what was the proper course for the interests of all concerned.

It may be safely asserted, therefore, that there is nothing either in the position of attorneys and solicitors, as officers of the courts, or in the nature of the business which they perform, which renders it necessary, in their case, to depart from the great and unquestionable principle of allowing the terms of remuneration to be settled between the employer and the employed. Whatever terms have been agreed on ought, in the absence of fraud, to be enforced where they are in favour of the attorney and solicitor, as well as where they are against him. Under such a system, the market value of the services of an attorney and solicitor would as easily ascertain itself as in the case of any other employment where skilled labour is required; and the mode of payment, whether by a percentage or otherwise, would speedily be determined on obvious considerations of convenience; and there can be no doubt that, under such a system, clients would very soon come to know what the real nature of professional services is—a species of information which the present mode of remuneration seems elaborately contrived to prevent, but the absence of which operates unfavourably both towards attorney and client.

On the question of the remuneration of the bar we have not thought it necessary specially to enter, because, although fully agreeing with Lord Brougham in the opinion already quoted, that the mode of remunerating counsel is also faulty, the subject is not one in which the public have so direct and obvious an interest as in what relates to the remuneration of that which is called the other branch of the profession, to which everything is primarily intrusted, and which is alone responsible to clients. We think it enough, therefore, to state that, in so far as the fees of counsel are regulated by the scales, on the same principle as the charges of attorneys and solicitors, the same objections apply with equal force; that with regard to fees determined by the etiquette of the profession, that is a matter for the consideration of the bar, with reference to its own interests and the interests of the community; and that with respect to the case of individuals, who, from the eminence of their position, can fix their own fees, there can be no objection to their doing whatever they find most advantageous to themselves. Nor, after all, can it be doubted that a change in the mode of remunerating attorneys and solicitors would powerfully influence the mode of remunerating counsel, and speedily bring it into adaptation to the real interests of the community. Such a change, it may be confidently predicted, would beneficially affect all the relations of the public to our legal system, every matter connected with legal proceedings, the whole administration of justice, and the whole practice of the law.

But, as in all reforms, where the interests of large bodies of men are concerned, it is well, as Lord Bacon has expressed it with regard to innovations generally, to "follow the example of time itself, which indeed innovateth greatly, but quietly, and by degrees scarce to be perceived," it may be questionable how far it would be expedient to adopt at once a system of perfect freedom. Nor can the views of those who think that there is something exceptional in the case of professional remuneration be entirely overlooked in dealing with the practical question now under consideration. It is obvious also, that under any system there must be some mode of taxing costs as between party and party; and there is a large class of cases where costs are ultimately to be paid out of the fund in court, in which the Court, considering itself as the trustee of the fund, necessarily exercises a discretion as to what costs shall be allowed. In

such cases as those last mentioned, therefore, and in all cases where no special agreement had been entered into, or where the agreement did not fix the sum total of remuneration, or where the agreement, on account of any element of fraud or covin, was, void, it might be proper that the quantum meruit of the services of an attorney and solicitor should be determined by an exceptional tribunal. The present mode of taxing costs by officers of the courts is satisfactory neither to the public nor to the profession; and what would seem best to meet the requirements of both would be a board composed of persons practically acquainted with accounts and the usages of commerce, as well as of men conversant with the details of a solicitor's business. A mixed board of this nature would be able to take into account all the elements that ought to enter into an estimate of the proper remuneration of professional services, and might be safely intrusted with great discretionary powers as to the fairness of contracts, and as to the real value of services rendered.

But even with a board so constituted, and intrusted with such discretion, it would be advisable, both for the guidance of the public and the convenience of the profession, that there should be scales of charges having reference as much as possible to the substantial work done, and founded, as far as may be practicable, on the principle of a percentage on the value of the property dealt with, as has been adopted in Scotland. These scales should be at a higher rate than the ordinary charges, so as practically to induce an agreement to be made at the commencement of every employment where it could be done without inconvenience; but in the absence of such agreement, it should not be obligatory on the board to allow the full charges fixed by the scales. Of course, a different set of scales must be provided, and a different rule followed, in the case of taxation between party and party. With regard to determining the scales as between attorney and client, it would be of great importance that this should be done by some authority independent of the board; and to make this authority perfectly satisfactory to the public, it would be necessary that it, as well as the board itself, should possess a commercial element. Hitherto the scales have been fixed by the judges with more or less assistance from the profession; but in doing so they have acted without the slightest reference to economical principles, and have in general followed the precedent afforded by the prothonotaries in 1733, and have ignored all the circumstances of modern times. It is essential, therefore, that the scales should now be determined on broader views and with a more just perception of the present position of attorneys and solicitors; and for the purpose of doing justice to the profession itself no less than for the satisfaction of the public, it would be necessary to have the assistance of laymen as well as of men engaged in the practice of the law.

A board constituted as has been proposed, and guided by scales determined in the manner suggested, would properly be invested with a primary jurisdiction in all cases; and although, for the sake of convenience, local taxation should still be allowed, yet an appeal should in every instance lie to the board. For the purpose also of insuring uniformity of practice throughout the country, all bills of costs taxed by the local authorities should be transmitted to the board, and the whole taxation of costs, both central and local, be annually reported on to Parliament. This annual report might be made to embrace the nature of the causes, the duration of each suit, and of its different stages, and such other particulars as might be necessary to make the returns present an accurate and comprehensive scheme of judicial statistics, relating to some of the most important facts connected with the administration of the law. Of course, with a Minister of Justice, the proposed board would fall under his department, but until such an officer be appointed, it might act subject to parliamentary control.

The committee have embodied the above views and suggestions in a series of resolutions, which they have now to submit to the society:—

1. That in the case of payment for professional services, there is no reason for departing from the ordinary principle of the remuneration of labour as a matter to be settled between employer and employed.

2. That the system of imposing uniform fixed scales of legal remuneration is an infraction of the above principle.

3. That in settling the amount of remuneration for legal services, consideration should be given to any special agreement which may have been entered into by competent parties.

4. That where no special agreement has been so entered into, or where the agreement does not fully determine the sum total of remuneration, or where the question of the fairness of the contract as between the parties is under consideration, there shall be a proper board for deciding as to the amount of remuneration, such board being possessed of great discretionary powers as to the fairness of contracts, and the real value of services rendered, and being so selected as to insure the confidence of the public and the profession.

5. That in such cases, for the guidance of the public and the convenience of the profession, there should be a scale of charges, and that such scale should be constructed at a rate higher than what is ordinarily charged, so as practically to induce an agreement to be made between the parties at the commencement of every employment, it not being obligatory on the board, however, to allow the full charges fixed by the scale, the same being treated as a maximum allowance only.

6. That to secure, as far as possible, the due influence of mercantile views in the taxation of costs, the board should be composed of persons acquainted with accounts and the usages of commerce, as well as of men practically conversant with the details of a solicitor's business.

7. That the scale should not be permitted to emanate, as at present, solely from legal authorities, but should partly proceed from commercial sources; and that such scales should be fixed by some authority independent of the board.

8. That such board should have a primary jurisdiction in all cases, and that where local taxation may take place, an appeal to the board should be allowed.

9. That to secure, as much as possible, uniform practice throughout the country, all bills of costs taxed by the different local authorities should be transmitted to the board, and be annually reported on to Parliament.

10. That inasmuch as the expense of legal proceedings arises, to a considerable extent, from the inefficiency of courts, and from the rules of practice followed therein, the annual report so to be made should embrace the nature of the causes, the duration of each suit, and of its different stages, and, as far as the same could be discovered, how far the time occupied in the different stages was unavoidable.

Education of Solicitors in Scotland.

In the hope of affording useful hints for the improvement of the general education of solicitors, we have applied to the Edinburgh correspondent of the Journal for information as to the method pursued in Scotland, and have received from him the subjoined communication:—

"I observe with much interest the state of feeling which exists in England at present in regard to the expediency of enforcing upon clerks seeking to enter into articles, a high standard of general education. I am sure that solicitors act wisely when they bestow serious attention upon this matter; and I feel persuaded that the adoption of a certain standard of general education now, and the gradual extension and elevation of that standard afterwards, are more than anything else necessary to enable solicitors to maintain and advance in future the social position which has been won for them. If they have not education they must lose ground in an age of progress.

"In Scotland, where the solicitors have always occupied relatively a good social position, a high standard of general education has long been maintained, either by express regulation or by the understood custom of the different bodies into which the solicitors are divided. Prior to 1851, apprentices to writers to the signet, who form the largest body of solicitors in Edinburgh, were required, before being allowed to enter into indenture, to have attended two full sessions in literis humanioribus at a Scotch university. When these rules were made, few Scotchmen were educated abroad (England in this matter being a foreign country), and they inflicted no appreciable hardship. It came to be so much the practice, however, to send Scotch boys away from home for education, that a change became necessary, and in 1851 any apprentice was allowed the option of passing an examination in lieu of furnishing evidence of attendance at a university. This system has now been for six years in operation with the most satisfactory results, and many apprentices have availed themselves of the privilege conferred upon them. As a similar system seems likely to be introduced into England, it had occurred to me, before receiving your communication, that it might be both useful and interesting to send you a copy of the first paper set, and I now therefore gladly do so; and if it should be thought that it would possess any interest, I should be glad to send you afterwards a copy of the answers made. I shall only observe, that at the commencement of a new system it is always wise not to demand too much; the standard should be gradually and steadily raised, and this course has been followed by the writers to the signet here. I ought to state, that in Scotland each body of solicitors enforces its own rules in matters of this kind, there being no power which can enforce the observance of any general rules upon the whole body of solicitors in the country. Of course, all judicial charges are regulated either by the courts in which the various bodies practise, or by statute. But with regard to internal organization, and even such matters as general business and conveyancing charges, each body makes regulations for itself. I shall take an early opportunity of explaining the constitution of these bodies; and I may just remark in passing, that although the writers to the signet have taken the lead in the matter of general education, all the other bodies are alive to the importance of the matter. The examination offered by the writers to the signet to intending apprentices, in lieu of attendance at a Scotch university, embraces the following subjects:—English literature history, and geography

Latin, Greek, or some modern language; arithmetic, geometry, and algebra. With these observations I now add the following copy of the first examination paper :—

English Literature.

The numerous voyages which have been made round the world have finally shut the mouths of all those who persisted in regarding the earth as a round plain or a hemispherical disk. Navigators such as Magellan and Drake sailing from Europe have pursued a course always towards the west (making only some deviations in order to double the lands which stretch towards the south) and without quitting this general direction have returned to the same place whence they set out.

1. Point this sentence accurately.
2. Name the derivative sources of the English language, and under each name place in columns the words of the above passage that come from that source.
3. Express in Saxon terms the meaning of such of the above words as are not Saxon, and in other terms the meaning of such as are.
4. Parse "have shut," separately and together.
5. Parse "regarding," and show, with examples, to what other part or parts of speech other uses of this word may be referred. Is there any difference in this respect between it and "quitting," below?
6. State and illustrate the rule by which "quitting" has two t's, and write out all the distinct parts or derivatives of "refer."
7. Parse "double;" first, *per se;* second, as here, with the difference in meaning, showing any intermediate step. Give examples of a word being used sometimes as a verb and sometimes as an adjective or noun.
8. Parse "set." Give the three persons singular of this tense, and of another simple tense of the same verb.
9. Name six or eight of the most distinguished authors over the period from the Reformation to the end of the 18th century, mentioning their principal works, and briefly characterising any of the more remarkable of these.

Geography and History.

1. Name the land and water over which the tropics of Cancer and Capricorn respectively pass eastward from the 1st meridian.
2. Enumerate the divisions of South America, and give some account of the physical geography of one of them.
3. What are the peculiarities of climate in Australia, China, Mexico, and Demerara? Compare any one of these with that of Great Britain.
4. Mention the position of the following places, and state briefly anything of historical interest connected with them; viz. Bosworth, Canterbury, Hastings, Falkirk, Londonderry, Kelso, Enniskillen, Drogheda, Newark.
5. State the constitutional powers or privileges of the Roman patricians, the common people and their tribunes, the consuls and the dictator, as in the early history of the Republic, the objects of the great or general party struggles that passed, and the results of these struggles.
6. Date the fall of the Roman empire in the West and in the East. What immediate benefit resulted to Europe from the latter event?
7. Give a general and comprehensive idea of the feudal system, and state in what countries of Europe it prevailed most, and in what least.
8. Enumerate the successive great undertakings in the wars of the former French Republic and Empire, and their effect on the policy of the different states of Europe.

Latin.

1. Write (to dictation) the following sentences from Mair's Introduction: 1st, p. 93, sentence beginning, "Alexander laudat," &c.; 2nd, p. 107, "Nec humus," &c.; 3rd, p. 129, "Quid dubitatis," &c.; and 4th, p. 189, "Germanicus ubi," &c.
2. Account for all the subjunctives, and conjugate the verbs. What is referred to by images in the last sentence?
3. Translate from Livy, Book XXII. c. 12, twenty-five lines.
4. Give the different words for an army, and distinguish them.
5. Give the derivation of *intervallo.*
6. Derive *pabulum.*
7. Give the family of words connected with *equitum.*
8. Parse *effusis.*
9. Derive *virtus,* and give the radical meaning.
10. What compounds of *facio* are regular in the passive?
11. Mention what parts of a verb are admissible in an indirect speech, and say how they are used.

Greek.

1. Translate from St. John's Gospel, c. xviii. v. 33 to 35 inclusive.
2. Εισηλθεν, Απεκριθη, ἑαυτου, πεπρωκασιν, to be parsed.
3. What is the dialectic characteristic of the Greek Scriptures?
4. Translate Œdipus Tyrannus, from line 300 to 315 inclusive.
5. Give the parsing and construction of the following words: νομων, ἧς, εξευρισκομεν, κλυεις, μαθόντες.
6. Give a brief account of the subject and *dramatis personæ* of the play.
7. What would be the construction of πολιν in the corresponding Latin expression?
8. What particular notion or belief is referred to by the use of the word μιασμα?"

Arithmetic.

1. Explain the principle by which in subtraction a unit is added to the next figure after the borrowing of 10.
2. Divide 1,213*l.* 15*s.* among five men, three women, and thirteen children, giving to a man twice as much as to a woman, and three times as much as to a child.
3. Reduce $\frac{3}{16}$ to a decimal, and $\frac{3}{16}$ of 1*l.* 7*s.* to the decimal of £1,000.
4. How many rubles of 3*s.* 4½*d.* each are equal in value to 304 Napoleons at 15*s.* 9¾*d.* each?
5. If by selling an article for 25*l.* 10*s.* eight per cent. on the outlay is lost, what is gained per cent. if it be sold at 38*l.* 10*s.*?
6. The 3 per cents. are at 95¼. and the 3½ per cents. at 102⅝; which is the more profitable for investment, and what is the difference in income on £10,000 cash invested in them respectively?
7. Extract the square root of 978,121.
8. If the solid contents of a cube be 37 feet 64 in., show that its surface is 66 feet 96 inches.

Euclid, Books 1—4.

1. Any two sides of a triangle are together greater than the third side.
2. Parallelograms upon equal bases and between the same parallels are equal to one another.
3. If a straight line be divided into any two parts, the square of the whole line is equal to the squares of the parts together with twice the rectangle contained by the parts.
4. Equal straight lines in a circle are equally distant from the centre, and those which are equally distant from the centre are equal to one another.
5. If a straight line touch a circle, and from the point of contact a straight line be drawn cutting the circle, the angles made by this line with the line which touches the circle are equal to the angles in the alternate segments of the circle.
6. Describe a circle about a given triangle.

Euclid, Book 6.

1. If a straight line be drawn parallel to one of the sides of a triangle it will cut the other sides or the other sides produced proportionately, and vice versâ.
2. To find a mean proportional between two given lines.
3. If four straight lines be proportional, the rectangle contained by the extremes is equal to the rectangle contained by the means.
4. Similar triangles are to one another in the duplicate ratio of their homologous sides.
5. The rectangle contained by the diagonals of a quadrilateral inscribed in a circle, is equal to both the rectangles contained by its opposite sides.

Algebra.

I. If $a = 1$, $b = \frac{1}{2}$, $c = \frac{1}{3}$, find the value of the following expressions:—

1st. $a + b - c$.

2nd. $a^2 - b^2 + c^2$.

3rd. $\frac{a}{b} - \frac{a}{c} + \frac{b}{c}$

4th. $\sqrt{a^2 - 2ab + c^2}$

II. Divide $x^4 - 2x^3y^2 + 16xy^3 - 15y^4$ by $x^2 + 2xy - 3y^2$.

III. Explain the principle employed in extracting a square root, and extract the square root of $a^2 + b^2 + c^2 + (ab + ac + bc)$.

IV. Solve the following equations:—

1st. $\frac{1}{3}(9x+7) - x + \frac{1}{4}(n-2) = 36.$

2nd. $\sqrt{x+1} = \sqrt{x-3} + 2.$

3rd. $x + y = 3.$
$x^3 + 2y^3 = 9.$

V. A boat's crew rowed 3½ miles down a river, and up again, in 100 minutes. Supposing the stream to have a current of two miles an hour, find at what rate they would row in still water.

Bankruptcy Procedure.

LETTER BY MESSRS. MASON & STURT, SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

7, Gresham-street, London, E.C.

SIR,—"The Bankrupt Law Consolidation Act" is now the subject of much consideration, and various suggestions for its amendment have doubtless come before you. If we presume to add to those suggestions—or it may be to repeat them—it is because we are persuaded you, and your readers, take too deep an interest in the subject to refrain from hearing all who have given the subject thought, even though their propositions may turn out to be unsound.

We conceive that there are two great objections to the present law of bankruptcy: 1st, its uncertainty; and 2ndly, its expense. Anything which will tend to remedy these defects must be an improvement in its administration.

You need not be told, sir, that the different commissioners in bankruptcy hold very different opinions, and that these opinions are again frequently not those of the lords justices sitting in appeal. Perhaps this is a state of things which, as the courts are at present constituted, cannot be remedied, and therefore we suggest an alteration commencing with the lords justices themselves. It is open to very grave doubt whether the lords justices are the persons most qualified to be judges of a trader's conduct, and of a creditor's wrongs, in a commercial point of view. Some persons think it would be more conducive to the interests of commerce that commercial men should sit as judges on commercial questions. Certain it is that the lords justices, from the nature of their life-long occupations, can have comparatively little knowledge of a trader's operations.

But there are difficulties, and there may be objections, to the creation of a tribunal of commerce, and we do not for the present propose to encounter them. Nevertheless it appears to us that there is no good reason why the London commissioners (who must of necessity have a very large experience of commercial questions between bankrupts and their creditors) should not themselves, if properly appointed, be the first and last court of appeal in reference to those questions. If, for instance, the London commissioners were reduced to three in number, and if, sitting in appeal, the opinion of the majority were to bind the minority, there would be, we conceive, more unity of opinion, and therefore more certainty in the judgments, which each of them sitting as a court in the first instance might give. We propose, then, that the commissioners should thus be brought to act together, and that the opinion of any country commissioner, or that of any one of the London commissioners, should be subject to review by three London commissioners, and by them alone. Expense would be to no small extent diminished by this proposition. The employment of counsel would be in the discretion of the suitors themselves, and if the salaries of all commissioners were borne by the Consolidated Fund, as we conceive they ought to be, and they would sit for the despatch of business daily from ten o'clock till four, and not as now, perhaps once, perhaps twice, in the course of a week, it would be, we do not hesitate to say, a great relief to those who have occasion to resort to the court.

As a means of further curtailing the enormous expense of the Court of Bankruptcy, some alterations should be made with reference to those who are under the commissioners—all paid at very high rates, and not all giving an equivalent in return.

We propose, then, that the chief registrar, the registrars of each court, the registrar of meetings, the messengers and the brokers, shall be entirely superseded (all proper compensations being allowed and borne by the Consolidated Fund) by one, or perhaps two or more gentlemen—call them chief clerks if you will—to be chosen from solicitors of standing.

These gentlemen should do all formal and ex parte business in chambers as it were, privately, not, as the registrars now do their work, in the scramble of a public court. They should have clerks acting under them, at moderate salaries, to assist them where it is necessary, and only where it is necessary, but the responsibility and the direction should rest entirely with them. The petitioning creditor, or in case of a trader's own petition the petitioner, should, in ordinary cases, obtain adjudication before them, and the petitioning creditor's sworn belief as to the trading should, in the first instance, suffice for proof.

The petitioning creditor might, subject to the chief clerk's approbation, and upon having such security as the chief clerk might require, place whom he will in possession till choice of assignees, which should take place within ten days of the advertisement of the adjudication. In case the petitioning creditor did not apply for any person to take possession, of whom the chief clerk approved, and who would give security if required, or in case of a bankrupt's own petition, the chief clerk should himself place some one in possession. He might decide whether any inventory should be taken or not, according to the circumstances, and he might appoint an interim manager, if desirable, to be paid either by way of salary or commission, or both, something in the same way as an interim manager is now appointed in the case of a winding-up in a court of equity. He should receive proofs of debt by affidavit, not by personal attendance, except only in case of disputed claims, and he should draw up and pass all orders of the court, taken from the notes of the court itself. Thus the duties of the administration in the short time between adjudication and the choice of assignees would devolve upon one responsible head (acting with the petitioning creditor, but controlling him), assisted, it might be, by an interim manager, who would have a positive interest in doing his utmost, and whose future appointments, as hereinafter suggested, would depend entirely upon his doing his duty well.

The creditors should choose and remove, we think, their own official manager,—as well as their own assignees, if they will, to act with the manager when appointed,—or at their option they might choose assignees alone from amongst themselves, leaving it to them to appoint whom they will, and on their own terms, to collect, convert, and divide the estate. The official manager's appointment depending thus on the creditor's approbation would be a safe one, for no man would obtain that approbation who did not show himself equal to his post. A spirit of competition would be introduced, and the interest of the creditors would be promoted. The creditors would have the expense of collecting, converting, and dividing the effects under their *own control*, and they are the best judges of the mode in which these duties can be safely, and properly, carried out.

But it will be said, perhaps, you will not get the real views of the creditors in the choice of an official manager or of assignees, because now it often happens that assignees are chosen who do not represent the true feeling of the creditors No doubt that is an existing evil. A man goes into the *Gazette* upon his own petition, and his first object then is to get friendly assignees chosen by friendly creditors, perhaps representing family claims. A creditor seeking investigation wishes to canvass the other creditors to vote in the choice, but he is told, if he applies to some of the official assignees, that he cannot be informed who the creditors are, and so the bankrupt, who knows well enough who are his friends and who are not, has it very unfairly his own way. But the chief clerk might give a list of the names and addresses of the creditors to any creditor who applied for it. Any creditor would be willing to pay a small fee for it, and there would be no doubt whatever of the creditors being canvassed, and giving their votes for the management of the estate in which they are chiefly interested.

There is one point of vast importance in dealing with a bankrupt's conduct no less than his estate. It is the obtaining of truthful accounts. At present every facility is given to a bankrupt to defeat his creditors in this particular. He is allowed an accountant, paid out of the creditor's money, whose business it is to mystify as much as possible. This gentleman sets to work to get the bankrupt "through." He raises what are called supplemental ledgers, and thereon he founds a balance sheet. If he cannot account for a deficiency (which may, for aught the creditors know, be in the bankrupt's pocket) he assumes, or as he calls it "estimates," a large item for trade expenses, including discounts and law charges, and then, to fill up the remaining vacuum, and make the two sides of the account balance, he has a further estimate for personal expenses, including rent and taxes and doctors' bills. The whole is then placed upon the files of the court, and it is expected the official assignee shall check the supplemental ledgers item by item with the books, and see to what extent the accounts

are vouched. Of course the official assignee cannot personally do this, but he has a clerk who is supposed to do the duty. It happens not unfrequently that this clerk is a near relation of the accountant, or at least the accountant is his particular friend. The clerk has no *interest* in searching inquiry. He relies in a great measure upon the accountant's statements, who *has an interest* in avoiding inquiry, and in reality there is no check whatever which is full and searching. The solicitor for the assignees vainly endeavours to make head or tail of the accounts, and the Court never thinks of looking at them, except just at the hearing, and then palpably does not understand them or the solicitor's objections, who, in fact, gets into a fog of figures, and cannot make himself understood. And it is *upon these accounts* that the bankrupt's *conduct* is judged of and his *certificate based*.

To remedy this we propose that the official manager himself, with the assistance of the bankrupt, should prepare the accounts; or the assignees, with the like assistance, where there is no official manager, should employ some one for the purpose, in a simple and intelligible form. The official manager, or the accountant, should at all times give personal explanations, and, if you will, report, in writing, to the Court. It is really only fair, since the creditors' money pays for it, that the *creditors* should know something of the correctness of the accounts. To prevent injustice, let the bankrupt, if he can satisfy the chief clerk that there is anything substantially wrong, be at liberty to employ an accountant to check the accounts. The bankrupt's oath that he has disclosed every thing is all that should be required of him, for it is absurd that bankrupts should be pledged to accounts, solemnly, as they now are, full of accountants' fictions and formalities.

Another point of great importance is, that the creditors generally know nothing of the way in which their money is expended. They know that there is an audit of official assignees' accounts, but no one ever thinks of attending it; and probably, if a creditor tried to inform himself, he would be told that if he wanted a copy of the account he must first apply to the commissioner, and then pay for it.

Now the official manager (or the assignees where there is no official manager) should be bound to account to the chief clerk, at such *frequent* times as he may direct upon their appointment. The account should be printed, and a copy should be sent to every creditor whose debt is £10 or upwards.

Thus the creditors would see for themselves where they could find fault, and public attention is the best remedy for any complaint following thereon.

The present system of taking down an examination is matter too for alteration. The object of all examination is to get at the truth. At present, if a transaction has to be inquired into, the witnesses are examined by the solicitor to the estate. Their answers are taken down in writing, and afterwards signed; and this, in very many cases, not in the presence of the commissioner. What is the consequence? A clever witness fences with his examiner, and has plenty of time to collect himself and arrange his answers before they can be reduced into writing, or after they have been taken down, if he wishes to correct himself, upon further consideration he is kindly permitted so to do. Now there is no reason why, if a witness has *inadvertently* sworn incorrectly, he should not be permitted to set himself right; but the exact questions and the exact answers, showing better than anything else what reliance may be placed on the witness, and how far he is straightforward, or otherwise, in his answers, should appear on the proceedings.

Then let there be a sworn shorthand writer or writers attached to each court, and let all private examinations, where fraud is suspected, be taken down, on the application of the solicitor, in shorthand, before the chief clerk, and all public ones, in the same way, before the Court. Let the shorthand writer be paid by piece work, according to a scale to be fixed by the chief clerks, and, to create competition and promote exertion, let it be open to the solicitor to select his own shorthand writer from amongst those who may be appointed.

In cases of fraud, the Court should direct a prosecution; and wherever the *Court* so directs, we conceive it should be assumed that it is done upon public grounds. If so, the public should bear the expense of it, not the unfortunate creditors, who may not be able, and should not be called upon, to support public morality at the expense of their already injured pockets.

Private arrangement petitions, it is found, work all manner of mischief, and they might usefully be done away with. They increase expense, and are easily defeated, as is well known, by any creditor holding a bill of exchange. Indeed, private arrangements between creditors and their debtor should be strictly private, that is, without the intervention of any Court whatever (except so far as is necessary to ascertain who the creditors are), and it would be well to enable creditors and the debtor (being the best judges in such questions), as far as possible, to make their own terms.

This might be accomplished if a certain *considerable* majority in number and value, say five-sixths of the creditors, were able to bind the remaining one-sixth to *any and every* arrangement with an insolvent debtor.

Of course it will be said, that before you can ascertain majority and minority, you must find out who the creditors are. But the debtor must take upon himself the risk of proving this by way of defence to any action or proceeding against him. To avoid the difficulty of proof, he might be at liberty to call a general meeting of the creditors by advertisement (and, as far as practicable, by postal notice to each creditor) before the chief clerk. The business of the meeting should be only the proof of debts, the chief clerk having nothing whatever to do with any arrangement. A list of the creditors, who have made out their claims to the satisfaction of the chief clerk, should be signed by him, and, when signed, it should be the only reference for ascertaining majority and minority. The debtor should be at liberty to give in evidence the list so signed by the chief clerk, which would of course speak for itself.

The advertisement notices should state that the debtor wishes to ascertain who are his creditors, and to make some arrangement with the majority, binding on the minority. The advertisement, coupled with postal notice to the persons to whom the debtor has handed any bills of exchange, should be deemed to be sufficient notice to subsequent parties. If, within seven days of the list being signed, the debtor gets the consent of five-sixth in number and value to any arrangement, the others should be bound by that arrangement; and if it be an assignment for benefit of creditors, it would follow that *no creditor* could set it up as an act of bankruptcy. Any creditor who did not choose to come in and prove his debt, or who did not prove it to the satisfaction of the chief clerk at the meeting, must take the consequences, and submit to be bound by those who do make out their claims.

Perhaps it will be urged that every assignment for benefit of creditors should be an act of bankruptcy to meet the accident of a fraudulent trustee; but the assignment might be made to at least two trustees, and, if the majority of the creditors did not approve of them, they would not of course execute the deed, which would in such case be an act of bankruptcy *from its date*. We conceive that the fear as to fraudulent trustees is rather imaginary than real, and the recent Act of Parliament for criminally punishing such persons would operate, somewhat powerfully, against the supposition.

Your patience, Sir, is no doubt, by this time, wearied. We conclude then for the present. If our views provoke objections we may be doing some good, and if they are not noticed we shall at least be doing no harm.

Correction and conviction are open to us, and we invite them both, and remain, Sir, your obedient servants,

Mason & Sturt.

Feb. 17, 1858.

County Courts.

RULES AND ORDERS FOR REGULATING THE PRACTICE UNDER THE PROBATE ACT, 20 & 21 VICT. c. 77.

1. Any person desirous of taking proceedings in any county court under the statute 20 & 21 Vict. c. 77, for amending the law relating to probates and letters of administration in England, shall lodge with the registrar of the court having jurisdiction in the matter an application in writing according to Form A annexed, duly stamped with the proper duty thereon.*

2. Where any person shall have lodged a caveat against the grant of probate or letters of administration, and proceedings are proposed to be taken in a county court, the person who shall have applied for the probate or letters of administration shall be deemed the plaintiff in the proceedings, and the person who shall have lodged the caveat shall be deemed the defendant.

3. The party making application to a county court for the revocation of probate or letters of administration shall be deemed the plaintiff in the proceedings, and the party against whom the application is made shall be deemed the defendant.

* The stamps to be used in the county courts under the Act 20 & 21 Vict. c. 77, can be obtained of the different local distributors of stamps.

4. Where an application shall be made to a county court for the grant or revocation of probate or letters of administration, the person making the application shall produce to the registrar a certified copy of the affidavit made by the party who shall have applied for or obtained the probate or letters of administration; and thereupon, if, according to the statements in the affidavit, the deceased had, at the time of his death, his fixed place of abode within the district of such court, and the state of the property of the testator or intestate was such as to give jurisdiction to the judge of the county court, the registrar shall issue a notice to the defendant according to Form B annexed, and deliver a notice, according to such form, then and there to the plaintiff or his agent.

5. The above-mentioned notices shall be issued ten clear days before the day on which the judge shall proceed to make a decree in the matter.

6. Notices shall be served by a bailiff of the court by his delivering the same to some person at the respective places of residence of the parties, as mentioned in the application for proceedings to be taken.

7. The registrar of the county court, at the time that he issues the notices in proceedings for the revocation of the grant of probate or letters of administration, shall give notice by post, according to Form C annexed, to the district registrar by whom the probate or letters of administration has been granted, to produce the original will or other necessary documents, at the county court at which the matter of the application will be considered.

8. The certificate to be given by the registrar of a county court under sec. 55 of 20 & 21 Vict. c. 77, shall be according to Form D annexed; and on or before the day mentioned in the notice, the plaintiff shall deliver to the registrar such form, stamped with the proper duty thereon, and the cause shall not proceed until such form duly stamped is so delivered. Provided that the defendant may procure and deliver such form duly stamped if the plaintiff shall have neglected to deliver such form so stamped.

9. Upon the day mentioned in the notice the judge, whether both parties are then before him or not, may proceed to consider the matter of the application, and to make a decree thereon, or he may adjourn the proceedings, from time to time, as he may think fit.

10. The decree shall be according to Form E annexed, and a copy of such decree shall be sent by post to the plaintiff and defendant.

11. Where application for probate or letters of administration has been made at the principal registry, and any contentious matter shall arise out of such application, and the judge of the Court of Probate shall send the cause to a county court, the registrar, upon the receipt of such a cause, shall forthwith issue a notice, according to Form B in the schedule, both to the plaintiff and defendant, without any application being made to the court by the plaintiff.

12. In proceedings for which rules and orders are not hereby provided, the rules and practice of the Court of Probate shall be followed so far as they are applicable.

13. The enactments, practice, and forms in force and used in the county courts shall, subject to the foregoing rules and orders, be adopted with reference to proceedings in the county courts in matters of probate or letters of administration, so far as the same are applicable, mutatis mutandis.

In pursuance of the powers vested in us by the appointment of the Lord Chancellor, under the provisions of the statute 19 & 20 Vict. c. 108, we, James Manning, John Herbert Koe, Edward Cooke, John Worlledge, and William Furner, have, under the provisions of the statute 20 & 21 Vict. c. 77, framed the above rules and orders; and we do hereby certify the same to the Lord Chancellor accordingly.

JAMES MANNING.
JOHN HERBERT KOE.
EDWARD COOKE.
JOHN WORLLEDGE.
WILLIAM FURNER.

I approve of these rules and orders to come into force on the fourth day of February, one thousand eight hundred and fifty-eight.

CRANWORTH, C.

FORMS

WHICH ARE TO BE FOLLOWED AS NEARLY AS THE CIRCUMSTANCES OF EACH CASE WILL ALLOW.

Stamp 16s. 8d.

FORM A.

Application to a county court for proceedings to be taken under the Act 20 & 21 Vict. c. 77, for amending the law relating to probates and letters of administration in England.

I, A. B. of —— [*or* C. D., proctor, solicitor, *or* attorney of A. B., of ——] do hereby apply to the judge of the above court for a decree to be made by him, according to the provisions of the above Act, for the grant [*or* revocation] of probate of the will [*or* letters of administration in the goods] of [*here insert name and address of testator or intestate*]; and I hereby state that the person who has applied for probate or letters of administration [*or* who has obtained probate or letters of adminis-

County Courts 2

tration, *or* is the party against whom this application is made] is E. F. of——.

A. B. [*or* C. D. proctor, solicitor, *or* attorney of A. B. of ——].

(Seal.) FORM B.

In the County Court of ——, holden at ——.

Between A. B., plaintiff [*address*], and C. D., defendant [*address*].

Take notice, that at a county court to be holden at ——, on the —— day of ——, at the —— hour of —— in the —— noon, the judge of this court will proceed to make a decree for the grant [*or* revocation] of probate of the will [*or* letters of administration in the goods] of [*here insert name and address of testator or intestate*], unless cause be then shown to the contrary; and you are hereby informed, that if you do not attend on that day, the judge may proceed to make such decree in your absence.

Dated this —— day of ——, 185—.

To the plaintiff [*or* defendant]. —— *Registrar of the court.*

Hours of attendance at the office of the registrar [*place of office*], from ten till four, except on ——, when the office will be closed at one.

(Seal.) FORM C.

In the County Court of ——, holden at ——.

Between A. B., plaintiff, and C. D., defendant.

Whereas an application has been made to this court to revoke the grant of probate of the will [*or* letters of administration granted by you in the goods] of [*here insert the name and address of the testator or intestate*]; and whereas the matter of such application will be considered by the judge of this court on the —— day ——, at the —— hour of —— in the —— noon, I therefore request that you will cause to be produced before the judge on that day [the will* and] all documents which are in your possession relating to the matter.

Dated this —— day of ——, 185—.

——, *Registrar of the Court.*

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on ——, when the office will be closed at one.

* To be left out where administration without will annexed has been granted.

Stamp 40s.

FORM D.

Certificate of a Registrar of a County Court, under sec. 55 of

(Seal.) 20 & 21 Vict. c. 77.

In the County Court of ——, holden at ——.

Between A. B., plaintiff [*address*], and C. D., defendant [*address*].

I, A. B., registrar of the above court, do hereby certify, that the following decree was made in the above cause.

[*Here set out the decree.*]

Certified, under the seal of the court, this —— day of ——.

—— ——, *Registrar of the Court.*

(Seal.) FORM E.

In the County Court of —— holden at ——.

Between A. B., plaintiff, and C. D., defendant.

Upon the hearing of the application in this cause, at a court holden this day, it is decreed *as follows*:—

[*Here set out the decree*]:

and it is ordered, that the —— do pay the sum of —— for the ——'s costs, and that the same be paid to the registrar of this court on the —— day of ——, 185—.

Given under the seal of the court this —— day of ——, 185—. By order of the Court,

——, *Registrar.*

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on ——, when the office will be closed at one.

[*As the above forms will seldom be required, they are not to be printed, but are to be written on foolscap paper.*]

Equity and Law Life Assurance Society.

ANNUAL GENERAL MEETING.

The annual general meeting of this society was held at the offices, No. 26, Lincoln's-inn-fields, on Thursday, the 25th instant; George Lake Russell, Esq., in the chair.

The following report and statement of accounts were presented:—

The directors have to report, that in the past year, being the thirteenth of the society's existence, 127 policies were issued, assuring £123,920, the new premiums being 4,012*l.* 10*s.* 6*d.*

On the 31st of December, 1857, there were in force 1,209 policies for £1,183,940, exclusive of additions by way of bonus; it is worthy of remark, that the amount assured under each policy averages not less than £979, and the average amount of risk on each life is considerably higher.

From the printed statement of accounts which has been circulated as usual, it will be observed that the total income of the society for the year 1857 was 45,976*l.* 18*s.* 4*d.*, including 8,831*l.* 18*s.* 1*d.* for interest. This latter sum, if compared with the total property at the commencement of the year, will be found to have yielded a rate of 4*l.* 14*s.* 9*d.* per cent. After discharging out of the income all demands upon the society, and making provision for all outstanding liabilities to the 31st December last, there remains a surplus of 14,512*l.* 8*s.* 2*d.*, which has been carried to the credit of the assurance fund.

The funds of the society now amount to 201,751*l.* 19*s.* 9*d.*, and an inspection of the balance-sheet will explain in what manner they are invested.

Claims have been made to the amount of 17,267*l.* 7*s* 6*d.*, including 1,196*l.* 19*s.* added as bonuses in respect of sums amounting to £9,120; the balance arising under policies of the non-participating class. The mortality of the past year has been favourable, although the deaths have fallen upon policies exceeding the average amount.

It may be satisfactory to mention, that during the three years that have elapsed since the last division of profits was made, the assurances in force have increased from £951,420 to £1,183,940; the income, from £35,589 to very nearly £46,000 per annum; and the funds from rather more than £156,000 to considerably upwards of £200,000.

The meeting will be called upon to elect four directors, in the room of Mr. Serjeant Clarke, Mr. Koe, Mr. Potter, and Mr. Armstrong; an auditor for the proprietors, in the place of Mr. Boodle; and an auditor for the assured, in the place of Mr. Edgell.

These gentlemen all retire by rotation, and are immediately re-eligible.

Another vacancy in the direction will have to be filled up on the present occasion, on account of the resignation, which the directors regret to announce, of Mr. Wilbraham, owing to protracted ill health.

Before concluding this report, the directors are desirous of referring to a question which has recently attracted considerable attention, viz. the validity of a policy in the event of the death occurring after the premium has become due, but before the expiration of the days of grace allowed for its payment. They beg to inform all who are connected with this society, that by the first of the conditions indorsed upon every policy which has been issued from the office, it is expressly provided, that, in the event in question, the premium must be received, and the sum assured become payable; and, further, that by a resolution of the board of this society, even if the premium be not paid within the time allowed for the purpose, a policy is held to be valid in the case referred to, the amount of the premium being deducted from the sum assured upon settlement of the claim. George Lake Russell, *Chairman.*

REVENUE ACCOUNT FOR THE YEAR ENDING DECEMBER 31, 1857.

Dr.	£ s. d.	£ s. d.
Balance of Assets, December 31, 1856, as per last Account	..	187,239 11 7
New Premiums	4,012 10 6	
Renewal Premiums	32,869 10 10	
Dividends, Interest, Rent, &c.	8,831 18 1	
Bonus on Re-assurance	28 14 5	
Re-assurance surrendered	54 17 0	
Commission on Re-assurances	162 16 10	
Fees, Fines, &c.	16 10 8	
		45,976 18 4
		£233,216 9 11

Cr.	£ s. d.	£ s. d.
Claims, with additions	17,267 7 6	
Surrendered Policies	2,117 10 11	
Annuities	943 9 10	
Re-assurances	3,252 13 5	
Proprietors' Dividend	2,750 0 0	
Expenses of Management	3,028 14 0	
Commission	1,613 7 6	
Income Tax	362 6 3	
Extra Premiums returned	92 10 9	
Bonus paid in Cash	36 10 0	
		31,464 10 2
Balance as below; viz.—		
Proprietors' Fund	59,907 19 7	
Assurance Fund	41,844 0 2	
		201,751 19 9
		£233,216 9 11

BALANCE SHEET, DECEMBER 31, 1857.

Liabilities.	£ s. d.	£ s. d.
Proprietors' Dividends due	3,430 10 11	
Claims admitted, but not yet paid	4,052 8 0	
Sundry Accounts outstanding	683 5 3	
		8,166 4 2
Balance as above; viz.—		
Proprietors' Fund	59,907 19 7	
Assurance Fund	141,844 0 2	
		201,751 19 9
		£209,918 3 11

Assets.	£ s. d.	£ s. d.
Government Securities		33,258 5 7
Bank Stock		7,118 18 7
Mortgages, &c.		134,018 11 9
Loans on Policies and Bonds		7,585 0 0
Great Northern Railway Preference Stock		5,846 5 0
Property in Chancery-lane		8,784 16 10
Reversions and Life Interests		3,070 0 0
Premiums, Interest, &c., due		3,642 13 1
Cash at London and Westminster Bank; viz.—	£ s. d.	
On Drawing Account	2,593 13 1	
On Deposit Account	4,000 0 0	
		6,593 13 1
		£209,918 3 11

We have carefully examined the above Accounts, and find the same to be correct. January 30, 1858.

(Signed) Robert J. Phillimore, Eric Rudd, John Boodle, Alex. Edgell, *Auditors.*

The report was unanimously adopted, and the retiring directors and auditors re-elected. Mr. Anthony Cleasby was elected a director in the room of Mr. Edward Wilbraham, Q.C., resigned; and after the usual vote of thanks to the chairman, the meeting separated.

Registration of Title.

Abstract of Mr. W. D. Lewis's Bill.

(*Continued from page* 294.)

And with respect to the mode of registering lands or the ownership thereof under this Act, be it enacted as follows:

107. Lands and the ownership thereof shall be registered under this Act by an entry in the register of a particular description of the lands the ownership whereof is intended to be registered, and also an entry of the name and addition of the person becoming or intending to become or applying to be or directed to be entered as registered owner of the same, without any reference in such entry or in the register to the grant or conveyance under which such person shall have acquired a right to become registered owner, or which otherwise may have related to the transfer of lands, and without any other formality whatsoever; but the registrar shall endorse on the deed of grant or conveyance a memorandum of the fact of the registration of the ownership thereunder; and in the description of the lands so to be entered as aforesaid the situation, quantity, quality, boundaries, occupation, and mode of occupation of the lands shall be stated and set forth as fully as may be accord-

ing to the circumstances; and such reference shall also be made therein by the registrar to the public map as hereinbefore in that behalf mentioned; and the registrar shall have at all times full power and authority to require the description of the lands to be stated and set forth by any party applying to become registered owner, or his solicitor or agent, in such form and manner and with such particulars as the registrar shall deem best fitted to fulfil the direction lastly hereinbefore contained.

108. No registration of any lands or the ownership thereof under this Act shall take place or be made without a verified map or plan of the lands proposed or intended to be registered, upon such scale, and a schedule or book of reference thereto, specifying such particulars as the registrar shall by any general or special regulation require, being brought to the register office (for the purpose of being there deposited and filed) before or at the time of the application for the registration of such lands, and such map or plan shall in every case be referred to in the particular or description of the lands hereinbefore required to be entered in the register as well as the public map to which, as hereinbefore provided, a reference is to be made by the registrar in such particular or description.

109. Accidental or clerical errors in any such map, schedule, or book of reference as aforesaid, shall not invalidate the register of the ownership; and upon any error being represented, with the consent of the parties, and proved to the satisfaction of the registrar, he shall make such alterations, additions, or omissions as shall be proper for correcting the error, and shall also have power, if necessary, to substitute a new map, schedule, or book of reference, instead of the erroneous one, and to deliver the erroneous one to the party who shall have deposited it, or his representative, or to cancel, mark, or otherwise to deal with the same as such registrar shall deem expedient.

110. All such maps or plans as pursuant to the 108th clause shall be brought to the register office shall be preserved in such office, and filed, or formed into books, or otherwise kept, and shall be from time to time used or appropriated in such manner, and for such purposes, for facilitating registration under this Act, as the registrar shall think fit.

111. Save where otherwise provided by the regulations to be made under this Act, every ownership which may be registered under this Act of lands which or the ownership whereof may already have been registered shall be registered under the same head, symbol, or denomination, or in the same place, in or part of the register, as such previous registry; but where such lands or the ownership thereof shall not already or previously have been registered under this Act, then such ownership shall be registered under a new head, symbol, or denomination, or in a new place in or part of the register.

112. Where a part only of the lands which or the ownership whereof shall have been registered under this Act shall be intended to be registered in the name of or transferred to a new registered owner, then such part of such lands and the ownership thereof shall be separated in the register, and carried to and entered under a new head, symbol, or denomination, or entered in a new place in the register, and thenceforth the entries of ownership relating to the same part of such lands shall be made under the last-mentioned head, symbol, or denomination, or in the last-mentioned place in the register, and such references shall be made as the registrar shall think fit in or upon the register of the lands where the ownership thereof was registered prior to such separation of part thereof as aforesaid to the place in the register to which the entries relating to such part shall be carried as aforesaid, so that it may appear by means of such references what part of the lands forming the subject of the registration before the separation of a part thereof as aforesaid remain the subject of the ownership registered or appearing in that part of the register.

And with respect to conflicting claims, be it enacted as follows:

113. In case there shall happen at any time to be conflicting claims by persons to be entered as registered owners of the same lands, or of lands in part the same, or in case any person shall apply to be registered owner of any lands or any part of any lands already forming the subject of registered ownership in the name of another person under this Act, then and in any such case the registrar shall have jurisdiction, upon the consent of the conflicting claimants, or upon the consent of the person claiming to be and the person who has already been registered as owner of the lands in question, to investigate, determine, and adjudicate upon any question or questions of title or of identity of property as between such persons in respect of the lands in question, to the end and intent that the ownership of the lands in question may be so entered on the register as that there may not be double or conflicting entries of ownership of the same lands or lands in part the same on the register, and in such case the ownership shall be registered or the registration already made of the ownership shall be altered conformably to the decision which shall so be come to by the registrar upon such question being submitted to his determination as aforesaid.

114. If in any such case as in the last clause mentioned the conflicting claimants, or other such persons as therein mentioned, shall not agree to the registrar determining the question at issue between them, then and in such case the registrar shall have jurisdiction to direct and require such proceedings as he shall, under the circumstances, think fit to be taken by one or other of the parties in dispute, and by such one in particular as he shall name against the other of them, in such court and at such time as he shall deem fit, for the purpose of a determination being obtained of the question of title or identity, and to the end and intent that the ownership of the lands in question may be entered on the register conformably to the result of such determination, or in such manner as in the opinion of the registrar may best carry out the same; and in the meantime, and until such determination shall be had, the registrar shall be at liberty to suspend the registration of the ownership of the land in question, or to suspend the operation of any registration which may have been already made of the ownership thereof.

115. It shall be lawful for the registrar, by summons under the seal of his office, to require the attendance before him, for the purposes of any such inquiry, direction, or proceeding as in the 113th and 114th sections of this Act mentioned, of such persons as he shall think fit to examine in relation to any such inquiry, direction, or proceeding, and to require all such persons to produce before him all deeds, books, papers, documents, and writings relating thereto, and to examine upon oath or upon affirmation or declaration (as the case may require) all persons who shall attend under any such summons, and all persons who shall voluntarily attend before him as witnesses; and it shall be lawful for the registrar to administer such oath, affirmation, or declaration, and every person required by any such summons to attend before the registrar, who, without reasonable cause, to be allowed by the registrar, shall fail to appear according to the tenor of such summons, or shall refuse to be sworn or make affirmation or declaration, as the case may be, or shall not make answer to all such questions as shall be lawfully put to him by the registrar, or shall refuse or fail to produce before the registrar any such deed, book, paper, document, or writing, being in or under his custody, possession, or power, as shall be lawfully required to be produced by him before the registrar, shall, for such default of appearance, refusal to be sworn or to make affirmation or declaration, or for not answering any such question as aforesaid, or not producing such deed, book, paper, document, or writing, incur and be liable to all such penalties, prosecutions, actions, and suits as a person might incur or be liable to for failing to appear or refusing to be sworn or to give evidence in any suit or matter depending in the High Court of Chancery: Provided always, that the registrar may, where he shall think fit, receive in evidence affidavits; provided also, that in relation to every such inquiry, direction, or proceeding, the registrar shall have full power and discretion as to the giving or withholding costs and expenses, and as to the persons by whom the same shall be paid or borne.

116. Any two or more persons may jointly be registered owners under this Act of the same lands, but there shall not in any case be a tenancy in common of the registered ownership, and the same shall in all such cases be a joint tenancy, save and except that it shall be lawful, in any case of there being two or more joint registered owners, to enter or register them as registered owners without survivorship, by adding the words "no survivorship" to the entry of their names in the register as owners of the lands in question; and whenever such words shall so be added or entered the registered ownership shall not survive upon or by the death of one of the registered owners to the other of them, and the surviving registered owner shall not be deemed the sole owner or the sole registered owner, but upon any subsequent change in or transfer of the registered ownership the ownership of the lands shall be deemed to have been transmitted to and shall be traced through and a grant of the lands shall be necessary from as well the representatives of the deceased registered owner as also the surviving registered owner or his representatives.

117. In every case where there shall be an unregistered ownership of any lands, the registered owner of such lands shall, on the application of any beneficiary or person interested in the unregistered ownership, be bound to allow his name to be used by such beneficiary or person in any action, suit, or proceeding which it may be necessary or proper to bring or institute in his name touching the lands forming the subject of such regis-

tered ownership, or for the protection, benefit, or advantage of the title represented by or vested in such registered owner, or the interest of any such beneficiary or person as aforesaid, but nevertheless such registered owner shall in any such case be entitled to be indemnified in like manner as if, being a trustee, he would before the passing of this Act have been entitled to be indemnified in a similar case of his name being used in any such action, suit, or proceeding by his cestui que trust.

118. In every case where by any Act of Parliament, settlement, or deed, or otherwise, any trustee or other person is or shall be or shall have become bound or empowered to purchase or procure lands, and take a conveyance thereof, to uses or upon trusts or in any other special manner, or where any trust money or other funds is or shall be or shall have become subject to be laid out in the purchase of lands which when purchased are directed to be or ought to be conveyed to uses or upon trusts or in any other special manner, it shall be sufficient, upon the purchase of any such lands under any such trust or power, or with reference to the taking or procuring a conveyance thereof when purchased, to vest such lands in the trustee or person purchasing the same as registered owner of such lands, according to the provisions of this Act, and such uses or trusts, and any special provisions touching or which otherwise might affect the lands so purchased or vested, shall thereupon constitute or become and be part of the unregistered ownership of such lands, or shall affect or become and be provisions affecting the unregistered ownership of such lands; and such unregistered ownership shall have the benefit of and be subject to the provisions herein contained touching unregistered ownerships.

(To be continued.)

Births, Marriages, and Deaths.

BIRTHS.

CRESSWELL—On Feb. 22, at Richmond, Surrey, the wife of C. N. Cresswell, Esq., of a son.

HORSEY—On Feb. 21, the wife of George Horsey, Esq., of Symond's-inn, Chancery-lane, Barrister-at-Law, of a son.

NEEDHAM—On Feb. 18, at Lessor-lodge, Barnes, Surrey, the wife of Joseph Needham, Esq., of a son.

NELSON—On Feb. 23, at Upper Clapton, the wife of Thomas James Nelson, Esq., of a daughter.

SWINHOE—On Feb. 18, at 105 Park-street, Hyde-park, the wife of H. Swinhoe, Esq., Solicitor, of a son.

MARRIAGES.

BIDWELL—PRALL—On Feb. 16, at St. Nicholas church, Rochester, by the Rev. William Foreman, the Rev. George Shelford Bidwell, only surviving son of the Rev. George Bidwell, Stanton Rectory, Suffolk, to Emma, eldest daughter of Richard Prall, Esq., Solicitor, of Rochester.

BROWN—YOUNG—On Feb. 20, at St. Mary's, Stoke Newington, Mr. Frederick Brown, of Crutchedfriars, Wine and Spirit Broker, to Susanna Sarah, daughter of the late Mr. Thomas Young, of Mark-lane, Solicitor.

PURCELL—RASCH—On Feb. 13, at St. James's, Spanish-place, by the Rev. Arthur Dillon Purcell, assisted by the Rev. J. L. Patterson, Lyndsay Dillon Purcell, Esq., of the Middle Temple, Barrister-at-Law, to Mary Elizabeth, youngest daughter of the late John Peter Rasch, Esq., of Merton, Surrey.

DEATHS.

BARLOW—On Feb. 17, in the 53rd year of her age, Mary, the wife of William Barlow, Esq., of Birmingham, Solicitor.

CAY—On Feb. 23, at 9 West Cliffe-terrace, near Ramsgate, very suddenly, of paralysis, aged 57, Frances, the wife of Robert Burdon Cay, Solicitor.

HELM—On Feb. 24, at Derby, John Blackwell, the infant son of John Blackwell Helm, of Derby, Solicitor, aged eleven months and thirteen days.

MAUGHAM—On Feb. 24, at his chambers, in Dane's-inn, from disease of the heart, Charles William Maugham, B.A., second son of Robert Maugham, Esq., of the Incorporated Law Society.

SMITH—On Feb. 17, at 14 Ashley-place, Westminster, Archibald Harry, third son of Archibald Smith, Esq., of Lincoln's-inn, Barrister-at-Law, aged seven months.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ALLCOCK, WILLIAM, Gent., Clapham, deceased, £224 : 12 New Three per Cents.—Claimed by GEORGE HALPHIDE, surviving executor of EDWARD HOWELL, who was the surviving executor of THOMAS GREENING, who was the surviving executor.

BULLER, MARY ANN, Wife of Edward Buller, Esq., Dilhorne-hall, Staffordshire, £1,250 Reduced.—Claimed by MARY ANNE BULLER.

FRANCIS, HARRIET, Spinster, Weston-place, St. Pancras, £3,500 Reduced.—Claimed by Thomas Shuttlewood, administrator de bonis non.

HARVEY, GEORGE DANIEL, Esq., Stanmore, Middlesex, £297 : 16 : 7 New Three per Cents.—Claimed by MARY HARVEY, Widow, the acting executrix.

PILLANS, JAMES, Esq., Edinburgh, WILLIAM SOLTAU, Esq., Hatton-court, Threadneedle-street, and WILLIAM WILSON, Esq., Old Broad-street, £10,000 Consols.—Claimed by WILLIAM SOLTAU.

SALISBURY, Most Noble JAMES MORDAUNT WILLIAM CECIL, Marquis of, Hatfield-house, Herts, £3,935 : 16 : 4 Reduced.—Claimed by the Most Noble the Marquis of SALISBURY.

SIGOURNAY, BENJAMIN, Silk Manufacturer, Spicer-street, Spitalfields, £900 New Three per Cents.—Claimed by the Accountant-General of the Court of Chancery, Re BENJAMIN SIGOURNAY, a person of unsound mind.

TATTERSALL, JOHN, Gent., Lower Belgrave-place, Chelsea, and ARABELLA LOUISA CAUTLEY, Spinster, Castle Ashby, near Northampton, £100 New Three per Cents.—Claimed by JOHN TATTERSALL and ARABELLA LOUISA TATTERSALL, his Wife (formerly CAUTLEY, Spinster).

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BOSTON, ELIZABETH, Spinster, East Sheen, Mortlake (who died in 1786). All persons who may have any claims on that part of her residuary personal estate which was reserved as a fund to answer an annuity of £20, bequeathed by her to Mrs. Sarah Langley, now deceased, are to make their claims to Simpson and Dimond, 10 Henrietta-st., Cavendish-sq.

BRACKEN, JOHN, Gent., late of Packer's-court, Coleman-street, London, and of Leeds (who died in March, 1799). His nephews and nieces of the name of Bracken living at the time of his death, or the legal personal representatives of such of them as have since died, and his nephews and nieces of the name of Bracken who were living on May 8, 1856, or their legal personal representatives, are, by their solicitors, on or before March 22, to make out their claims before George Hume, Esq., at the Master of the Rolls' Chambers.

BRADFORD, LOUISA, Widow, daughter of SARAH COOPER, or her children, to apply to Hancock & Sharp, Solicitors, 20 Tokenhouse-yard, London, and claim a Legacy left by the will of Mary Smart, deceased. Louisa Bradford is supposed to have left England with the Mormons for Salt Lake some years since.

COOPER, MARY, Spinster, Cambridge (who died in August, 1822). Earle *v.* Bellingham. All persons claiming to be entitled to the residue of the sum of 4,262*l.* 13*s.* 2*d.* Bank £3 per Cent. Annuities, being part of her residuary personal estate, are, by their solicitors, on or before March 20, to come in and prove their claims at the Master of the Rolls' Chambers.

MOORE, Rev. J. J., for some time Chaplain at the Civil Station of Agra, East Indies. His next of kin to send their address to X. Y. Z., Dolman's Library, Western-road, Brighton.

Money Market.

CITY, FRIDAY EVENING.

The change of ministry, and some feelings of uneasiness relative to questions lately pending between England and France, have caused considerable agitation in the price of funds throughout the week. The closing price of Consols this afternoon is 96¾ to 97 per cent., being about half per cent. below the final quotation of this day week. Notice has been given that Exchequer Bills to be issued in lieu of those becoming due will bear interest at 2*d* per cent. per diem. The present rate is 2¼*d*.

From the Bank of England return for the week ending the 24th inst., it appears that the amount of notes in circulation is £19,453,515, being a decrease of £250,350; and the stock of bullion in both departments is £17,623,251, showing an increase of £292,120, when compared with the previous return.

A special meeting of the shareholders of the Liverpool Borough Bank was held at Liverpool yesterday, when a statement and report on the affairs of the bank were read. It recapitulates a previous statement, showing that the assets amounted to £1,488,524, and the liabilities to £1,466,138, leaving a surplus of £22,386. It goes on to show an amount of profit in six years of 675,265*l.* 18*s.* 8*d.*, of which 287,253*l.* 14*s.* 3*d.* has been applied to dividends, and the remainder, together with the share capital, amounting to £936,137 has been swallowed up by losses, except the surplus above mentioned. It states that the system pursued locked up the funds of the bank to an extent far beyond the limits of such a capital—that there has been a want of sound judgment in the discount of bills—and that securities have been taken from time to time, which a more complete knowledge on the part of directors and managers of the true principles of banking would have induced them at once to realize, even at an apparent present sacrifice.

The Board of Trade returns for the month of January, 1858, have quickly followed the publication of those for the previous month, and exhibit a similar falling off in the declared value of goods exported. The exports of January, 1858, compared with those of January, 1857, show a decrease of £1,836,505, and with January, 1856, a decrease of £753,186. The decrease applies chiefly to cottons, woollens, silks, and metal workings.

The comparative falling off is not so large as appeared between the months of December last and December in the previous year. And as accounts from the United States indicate a revival of demand for British goods—as good accounts have arrived from Bombay and Canton—and the demand in the Australian markets is reported to be progressively increasing, there is reason to believe that active operations in the usual course of trade are being quietly resumed. But although prices of home manufactures and of agricultural and colonial produce stand at low figures, little, if any, disposition to speculate becomes manifest, and accounts from the manufacturing districts improve but slowly.

With regard to imported commodities, a lower rate of duty on

ten, coffee, sugar, and fruits was, in the early part of last year, near at hand, which caused some stagnation in the quantities taken for home consumption in January, 1857, and makes comparatively a larger amount appear in January, 1858. In wines and spirits the quantities taken for home consumption are comparatively less. Under these circumstances it is reasonable to expect a falling off in the customs revenue.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	225	227	..	227	226½
3 per Cent. Red. Ann...	97⅛ 7	97 6⅞	96⅞ 7	97⅛ 7	97⅛	97
3 per Cent. Cons. Ann...	96⅝	96⅛ 6⅝	96⅝	97 6⅝	97⅛	96⅝
New 3 per Cent. Ann...	96⅛	97 6⅞ 7⅛	96⅞ 7	97⅜	97⅜	97⅛
New 2½ per Cent. Ann...	..	..	..	..	..	..
5 per Cent. Annuities ..	..	..	..	..	..	114½
Long Ann. (exp. Jan. 5, 1860)	2	2⅛	2	2 ⅛	2	..
Do. 30 years(exp.Oct. 10, 1859)	..	1⅞	..	1⅞	1⅞	..
Do. 30 years (exp.Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp.Apr. 5, 1885)	..	..	..	18⅝	..	..
India Stock	..	222	223 20½	224	221	..
India Bonds (£1,000)	32s. p.	25s29s p	25s29s p	29s. p.	..	29s. p.
Do. (under £1,000)	..	..	..	25s. p.	25s. p.	25s. p.
Exch. Bills (£1,000)	..	..	32s. p.	30s34s p	31s33s p	33s. p.
Ditto March	23s25s p	21s18s p	..	..	..	..
Ditto June	31s24s p	22s20s p	..	..	..	..
Exch. Bills (£500)	..	..	26s. p.	..	37s. p.	34s. p.
Ditto March	24s22s p	22s. p.	..	..	..	..
Ditto June	25s31s p	23s. p.	..	..	..	..
Exch. Bills (Small)	..	..	25s32s p	..	32s. p.	33s. p.
Ditto March	27s22s p	..	24s30s p	30s34s p	37s32s p	..
Ditto June	24s. p.	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	100⅛	100⅛	100⅛	..
Exch. Bonds, 1859, 3½ per Cent	..	..	..	..	100⅛ ⅛	100⅛

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	96 5	..	..	..	..	..
Caledonian	95 ⅛	94⅛ 5	95¼ 4⅝	95⅛ 6	..	97 ¼
Chester and Holyhead	..	..	37⅛	38	..	..
East Anglian	..	..	..	18⅛ ¼	18⅛	..
Eastern Counties	62⅛ 1⅞	62⅛ ¼	61⅞ ⅛	63 3⅛	63⅛	61⅛ ⅞
Eastern Union A. Stock.	..	..	49⅛	..	..	..
Ditto B. Stock	..	..	32⅛ 3	..	..	..
East Lancashire	..	94	94⅛	95	..	..
Edinburgh and Glasgow	69¼	68⅛ 8	..	68⅜	..	..
Edin. Perth, and Dundee	29 ¼ 8⅛	28⅛ 8	27⅛ 8⅛	28⅛	..	29
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	106⅛ 6⅛	107⅛ 6⅜	107 6⅛	107⅛	107 ⅛ ¼	104⅛
Ditto A Stock	92	92 ⅛	93 2	93	93⅛	94⅛
Ditto B. Stock	..	..	..	..	..	127⅛
Gt. South & West. (Ire.)	..	104⅜	..	104	..	..
Great Western	61 60⅞	60⅛ ¼ ⅜	60⅛ 1	61 ⅛	62 ¼	..
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	95 4⅜ ⅞	94⅛ ⅜	94⅛ 5⅛	95⅛ 5 ⅛	96⅜ ⅛	94⅛ ⅛ 4
Lon. Brighton & S. Coast	..	107⅛ 8	108 7⅛	107⅛ 8⅛	107⅜ 8⅛	108⅛ 8
London & North-Wstrn.	101⅛ ⅛	100⅜ ⅛	101 ¼	101⅜ ⅛	102 ⅛	99⅜ ⅛ ¼
London & South-Westrn.	98 ⅛	98 7	97⅜ 8 7	98 7⅛	98⅛	..
Man. Sheff. & Lincoln.	..	..	40	39¾	40	40⅛
Midland	99⅛ ⅛ ⅜	99 ⅛ 9⅛	99⅜ ⅛ 71	100⅛ 1⅛	102⅛ 2	99⅜ 9
Ditto Birm. & Derby	..	..	..	..	..	..
Norfolk	67	66 5⅛	66	65⅛	66⅛ 6	64
North British	53⅜ 3	52 ⅜	52⅛	53⅛ 2⅛	53	53⅛ ⅜ 3
North-Eastern (Brwck.)	98⅛ 8	98 6⅜	97 ⅛ ¼	97⅛ 8⅛	99⅛ 9	96⅛ ¾
Ditto Leeds	52	51⅛	..	52 ⅛ 1⅛	..	51
Ditto York	83 2⅛	82⅛	85⅞ ⅜ 3	82⅜ 3⅛	84	81⅛ ⅛ 1
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	33	32⅛ ⅛	32⅛	33	..	33⅛
Scottish Central	..	..	110	..	..	..
Scot. N.E. Aberdeen Stk.	27⅛ 7	..	..	..	27⅛	26⅞
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	50	..	..	..	..	..
South Devon	..	37⅛	38⅜ 7⅛	..	37⅛	..
South-Eastern	73⅜ 4⅜	..	74⅜ ¼	74⅛	..	73⅜ ⅛
South Wales	82¼ 3⅛	82 ⅛	..	82	..	..
Vale of Neath	..	102	101⅛ 2⅛	101⅛	..	..

Insurance Companies.

Equity and Law	6
English and Scottish Law	4
Law Fire	3⅛
Law Life	63
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial Law	3 ⅛ ⅛
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

New Member of Parliament.

TUESDAY, *Feb.* 23, 1858.

COUNTY OF NORTHAMPTON.—SOUTHERN DIVISION.—Henry Cartwright, of Park-st., Grosvenor-sq., Esq., *vice* John Poynts Spencer, commonly called Viscount Althorp, now Earl Spencer.

Perpetual Commissioner for taking the Acknowledgments of Married Women.

FRIDAY, *Feb.* 26, 1858.

BECKE, GEORGE, Gent., Bedford-row; for the city of London, and the city and liberties of Westminster, and county of Middlesex.—*Jan.* 30.

Commissioners to administer Oaths in Chancery.

FRIDAY, *Feb.* 26, 1858.

WILKINSON, EDMUND, Gent., Market Drayton, Salop.—*Feb.* 23.
WILSON, JOHN, Gent., Kendal, Westmoreland.—*Feb.* 20.

Bankrupts.

TUESDAY, *Feb.* 23, 1858.

ACKERMANN, ADOLPHUS (and not *Ackerman*, as advertised in last Friday's *Gazette*), Printseller, Beaufort-bldgs., Strand. *Com.* Holroyd: Mar. 4 and April 3, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Wootton & Son, 10 Tokenhouse-yd. *Pet.* Feb. 18.

BARDGETT, WILLIAM, & JOHN PICARD, Corn Factors, Mark-lane-chambers, Mark-lane, and Old Corn Exchange. *Com.* Goulburn: Mar. 10 and April 14, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sols.* M'Leod & Stenning, 16 London-st., Fenchurch-st. *Pet.* Feb. 19.

BARKER, WILLIAM, Innkeeper and Agricultural Machine Maker, Dunnington, Yorkshire, formerly carrying on business in co-partnership with James Barker, at Dunnington, as Agricultural Mach ne Makers (J. & W. Barker). *Com.* Ayrton: Mar. 15 and April 12, at 12; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Mann, York; or Clarke, Leeds. *Pet.* Feb. 22.

BAYLEY, SAMUEL, Maltster, Burnt Tree, Tipton, Staffordshire, lately carrying on business at Tipton and Wednesbury, as an Ironmaster, in co-partnership with Thomas Morris, sen., & Thomas Morris, jun. *Com.* Balguy: Mar. 11 and April 1, at 11.30, Birmingham. *Off. Ass.* Whitmore. *Sols.* James & Knight, Birmingham. *Pet.* Feb. 22.

BEDDOE, JOHN, Timber Merchant, Hill Top, West Bromwich. *Com.* Balguy: Mar. 8 & 29, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Caddick, West Bromwich; or James & Knight, Birmingham. *Pet.* Feb. 20.

BRAIN, SAMUEL, Timber Merchant, West-st., Bristol. *Com.* Hill: Mar. 9 and April 9, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Savery, Clark, Fussell, & Pritchard, Corn-st., Bristol. *Pet.* Jan. 12.

BRUTON, JOHN, Corn Factor, Hereford. *Com.* Balguy: Mar. 6 and April 3, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* Pritchard, Hereford; or Suckling, Birmingham.

CHITTY, HENRY JOHN, Linen Draper, Farnham, Surrey. *Com.* Fane: Mar. 5 and April 9, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Ashurst, Son, and Morris, 6 Old Jewry. *Pet.* Feb. 22.

CRABTREE, WILLIAM HENRY, Grocer, Preston, and Garstang, Lancashire. Mar. 5 & 26, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Cunliffe & Watson, Preston; or T. A. & J. Grundy, Manchester. *Pet.* Feb. 10.

DULSTON, JOHN, Grocer, Wolverhampton. *Com.* Balguy: Mar. 8 & 29, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Hayes, Wolverhampton; or Hodgson & Allen, 13 Waterloo-st., Birmingham. *Pet.* Feb. 17.

GABRIEL, THOMAS GARNER, Brush Board and Woodring Manufacturer, Midford-pl., and London-st., Tottenham-court-rd., and Birmingham. *Com.* Goulburn: Mar. 6, at 11; and April 12, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Flux & Argles, 68 Cheapside. *Pet.* Feb. 18.

GALLOWAY, JOSEPH, jun., Cloth Manufacturer, Greengates, Bradford, Yorkshire. *Com.* Ayrton: Mar. 16, at 12.30; and April 13, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Bentley & Wood, or Terry, Watson, & Watson, Bradford; or Cariss & Cudworth, Leeds. *Pet.* Feb. 18.

GLEDHILL, CALEB, Draper, Chesterfield, Derbyshire. *Com.* West: Mar. 6 & 27, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield. *Pet.* Feb. 16.

HAMPSON, BENJAMIN, Stationer, Manchester. Mar. 8 & 29, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Chapman & Roberts, Fountain-st., Manchester. *Pet.* Feb. 19.

LEE, WILLIAM, Grocer, North-st., Exeter. *Com.* Bere: Mar. 4 & 25, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Floud, Exeter. *Pet.* Feb. 22.

MITCHELL, ROBERT, Edge Tool Manufacturer, Sheffield. *Com.* West: Mar. 6 and April 10, at 10; Conneil-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* Feb. 16.

MOSES, JOSEPH, Manufacturer, 2 Newnham-st., Tenter-ground, Goodman's-fields. *Com.* Fonblanque: Mar. 1, at 12.30; and Mar. 30, at 2 (and not April 6, at 11, as advertised in last Friday's *Gazette*); Basinghall-st. *Off. Ass.* Graham. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury. *Pet.* Feb. 17.

PAGE, JOHN, Grocer, Hythe, Kent. *Com.* Evans: Mar. 4, at 1.30; and April 8, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Batho, America-sq. *Pet.* Feb. 22.

PARKES, JOSEPH SMALLWOOD, Wine and Spirit Merchant, Oldbury, Worcestershire. *Com.* Balguy: Mar. 10 & 29, at 10; Birmingham. *Off. Ass.* Kinnear. *Sols.* Hayes & Wright, Oldbury; or Hodgson & Allen, Waterloo-st., Birmingham. *Pet.* Feb. 19.

PETERS, THOMAS, Grocer, Llanvabon and Cwmbach, Glamorganshire, also at Mountain Ash, Glamorganshire. *Com.* Hill: Mar. 9 and April 13, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Leman & Humphrys, Baldwin-st., Bristol.

RADLOFF, HENRY MARTIN (Henry Radloff & Co.), Oil Refiner, formerly of 32 Chicksand-st., Whitechapel, now of 10 Peckham-grove, Camberwell. *Com.* Holroyd: Mar. 11, at 12; and April 13, at 1; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Lea, 1 Barge-yard-chambers, Bucklersbury. *Pet.* Feb. 22.

REDFERN, HENRY, Plumber and Glazier, Nottingham. *Com.* Balguy: Mar. 16 and April 1, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Middle-pavement, Nottingham. *Pet.* Feb. 20.

RIPLEY, George, Ironmonger, St. Helen's, Lancashire. *Com.* Perry: Mar. 8 & 29, at 1; Liverpool. *Off. Ass.* Morgan. *Sols.* Evans & Son, Commerce-ct., Lord-st., Liverpool; or Barrow, St. Helen's. *Pet.* Feb. 20.

SHERRING, Samuel, & James Little, Printers, Bristol. *Com.* Hill. Mar. 8 and April 9, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Abbott, Lucas, & Leonard, Bristol. *Pet.* Feb. 18.

SUCKELMOORE, Thomas, Currier and Leather Seller, Gabriel's-hill, Maidstone. *Com.* Goulburn: Mar. 8, at 1; April 12, at 1.30; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Monckton, Guy, & Monckton, 1 Raymond-bldgs., Gray's-inn; or Goodwin, Maidstone. *Pet.* Feb. 22.

THOMAS, John, Ironfounder, Strood, Rochester. *Com.* Evans: Mar. 4, at 2; and April 8, at 12; Basinghall-st. *Off. Ass.* Bell. *Sol.* Warrand, Basinghall-st. *Pet.* Feb. 19.

WHITE, Charles, Poulterer, Willingale Spain, Essex. *Com.* Holroyd: Mar. 11, at 11; and April 13, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Preston, 40 Broad-st.-bldgs. *Pet. for arrgmnt.* Jan. 11.

FRIDAY, *Feb.* 26, 1858.

BARKER, Charles Theodore, Haberdasher, Isley House, Moor-ter., New Peckham. *Com.* Fonblanque: Mar. 9, at 12.30; and April 13, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Feb. 24.

BEW, John, Wholesale Druggist, Manchester. March 18 and April 8, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Feb. 23.

BUCKLEY, Samuel, Joiner and Builder, Ashton-under-Lyne. Mar. 9 & 30, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Gartside, Ashton-under-Lyne. *Pet.* Feb. 23.

COUPAR, Archibald Arthur, East India and Commission Agent, Winchester House, Old Broad-st. *Com.* Fonblanque: Mar. 5, at 12.30; and April 13, at 11; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Marten, Thomas, & Hollams, Mincing-lane. *Pet.* Feb. 23.

CRANE, Henry, Iron Founder, Wolverhampton. *Com.* Balguy: Mar. 15 & 29, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Deaken & Dent, Wolverhampton; or James & Knight, Birmingham, *Pet.* Feb. 25.

DOMINY, John, Fellmonger, Cerne Abbas, Dorset. *Com.* Bere: Mar. 10, at 11; and Mar. 31, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Manfield & Andrews, Dorchester; or Stogdon, Exeter. *Pet.* Feb. 19.

EDWARDS, Thomas, Cabinet Maker, Thomas-st., and Riga-st., Manchester. Mar. 13 and April 1, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Hardman, Manchester. *Pet.* Feb. 18.

GIBSON, John, Coal Merchant, Weymouth and Melcombe Regis, Dorset. *Com.* Bere: Mar. 10, at 11; and Mar. 31, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Terrell, Exeter. *Pet.* Jan. 23.

GILL, Robert Henry, Innkeeper, Hartlepool, Durham. *Com.* Ellison: Mar. 11, at 11.30; and April 9, at 1; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Forster, Newcastle-upon-Tyne; or Turnbull, Hartlepool. *Pet.* Feb. 20.

GORDON, Robert, Ironfounder, Heaton Norris, Lancashire (R. Gordon & Co.). Mar. 8 and April 14, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Cooper & Sons, Manchester. *Pet.* Dec. 18.

HARDING, Vernon, Ironmonger, Liverpool. *Com* Stevenson: Mar. 19 and April 1, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Ewer, Union-ct., Liverpool. *Pet.* Feb. 20.

HODSON, Nathaniel, Joiner and Builder, Sheffield. *Com.* West: Mar. 13 and April 10, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Broadbent, Sheffield. *Pet.* Feb. 23.

INGLEDEW, Thomas, & Bernard Ingledew, Coal Fitters, Middlesborough, Yorkshire. *Com.* West: Mar. 12 and April 9, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Newsam & Brewster, Middlesborough; Tiplady, Durham; Bond & Barwick, Leeds; or Cariss & Cudworth, Leeds. *Pet.* Feb. 23.

LAST, George Everitt, Manure Merchant, Old Heath, Colchester. *Com.* Goulburn: Mar. 10, at 1.30; and April 14, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Tarrant, 2 Bond-ct., Walbrook. *Pet.* Feb. 24.

LEWIS, William, Licensed Victualler & Timber Dealer, Horsley Heath, Tipton, Staffordshire. *Com.* Balguy: Mar. 11 and April 1, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sol.* Marshall, Birmingham. *Pet.* Feb. 24.

M'KEAN, Robert, Ship Broker, late of 68 Mark-lane, and of Corbet-ct., now a Prisoner in Whitecross-st. Prison. *Com.* Goulburn: Mar. 8 and April 14, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Hutchinson, 7 Barnard's-inn, Holborn. *Pet.* Feb. 23.

NICHOLS, William, Worsted Spinner, Wilsden, Yorkshire. *Com.* Ayrton: Mar. 23, at 11.30; and April 20, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Terry, Watson, & Watson, Bradford; or Bond & Barwick, Leeds. *Pet.* Feb. 25.

OSBORN, William Henry, Silversmith, 2 Princes-st., Cavendish-sq. *Com.* Evans: Mar. 9, at 12.30; and April 8, at 2; Basinghall-st. *Off. Ass.* Johnson. *Sol.* M'Duff, Castle-st., Holborn. *Pet.* Feb. 25.

OSCROFT, Thomas, Grocer, Codnor, Heanor, Derbyshire. *Com.* Balguy: Mar 18 and April 6, at 10.30; Shirehall, Nottingham. *Off. Ass.* Harris. *Sol.* Sollory, Nottingham. *Pet.* Feb. 25.

POWELL, John, Awl Blade Manufacturer, Aston, Warwickshire. *Com.* Balguy: Mar. 13 and April 8, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* W. & J. C. Barlow, Waterloo-st., Birmingham. *Pet.* Feb. 23.

WALLIS, Edmund Vincent, Plumber, High-st., Hemel Hempstead, Herts. *Com.* Fonblanque: Mar. 12, at 2; and April 13, at 12.30; Basinghall-st. *Off. Ass.* Graham. *Sol.* Buchanan, 13 Basinghall-st. *Pet.* Feb. 25.

WATERSTON, Joseph, & James Waterston (and not *Waterson*, as advertised in last Friday's *Gazette*), (Waterston Brothers), Smiths, Low Elswick, Newcastle-upon-Tyne. *Com.* Ellison: Mar. 5, at 12.30; and April 9, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sol.* Charters, Newcastle-upon-Tyne; or Harwood, 10 Clement's-lane, Lombard-st. *Pet.* Feb. 17.

WILKINSON, Henry, Card Dealer, Newton-moor, near Hyde, Cheshire. Mar. 16 and April 8, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Manchester; or Ainsworth, Hollinshead, and Kay, Blackburn. *Pet.* Feb. 22.

YOUNG, Thomas, China and Glass Dealer, 17 Hampton-terr., Hampstead-rd. *Com.* Fonblanque: Mar. 16, at 12.30; and April 13, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Weightman, 80 Basinghall-st. *Pet.* Feb. 25.

BANKRUPTCIES ANNULLED.

TUESDAY, *Feb.* 23, 1858.

Buckley, Robert, Cotton Spinner, Luzley Brook, Royton, Lancashire. Feb. 16.

FRIDAY, *Feb.* 26, 1858.

Lees, Robert, Cotton Spinner, Friory-mills, Oldham, Lancashire. Feb. 24.
Smith, James, Brickmaker, Suffolk. Feb. 23.

MEETINGS.

TUESDAY, *Feb.* 23, 1858.

BONTOFT, Harrison, Bookseller, Boston, Lincolnshire. *Aud. Accts. & Div.* Mar. 25, at 10.30; and on April 1, at 10.30 (previously adjourned sine die); Shirehall, Nottingham. *Com.* Balguy.

Bowes, Alexander, Baker, Basford, Staffordshire. *Further Div.* Mar. 17, at 12; Manchester. *Com.* Jemmett.

CHAPPIN, William, Straw Hat Manufacturer, Tring. *Div.* Mar. 19, at 1; Basinghall-st. *Com.* Fane.

CLARKE, Joseph Henry, Hatter, Leicester. *Div.* Mar. 30, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

CONDUIT, William, Lace Maker, New Lenton, Nottingham. *Aud. Accts. & Div.* Mar. 23, at 10.30; Shire-hall, Nottingham. *Com.* Balguy.

DYNE, John, & Sydney Dyne, Builders, Croydon. *Last ex.* (*by adjt.* from Feb. 5). Mar. 5, at 1.30; Basinghall-st. *Com.* Fonblanque.

FARNSWORTH, James, Joiner and Builder, Codnor, Heanor, Derbyshire. *Aud. Accts. & Div.* Mar. 25, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

HELDMANN, Joseph, Lace Manufacturer, 15 Gutter-lane, Cheapside; and 23 Adelaide-road North, St. John's-wood. *Div.* Mar. 19, at 11.30; Basinghall-st. *Com.* Fane.

KEGG, Edward, Coal Dealer, Liverpool, and Birkenhead. *Div.* Mar. 19, at 11; Liverpool. *Com.* Stevenson.

LEE, Robert, Currier and Leather Cutter, Cromford, Derbyshire. *Aud. Accts. & Div.* April 8, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

M'Larty, Donald, John M'Kean, & Robert Lamont (M'Larty & Co.) Merchants, Liverpool. *Div.* Mar. 18, at 11; Liverpool. *Com.* Stevenson.

Miers, John Levy, Wholesale Clothier and Merchant, Fore-st., Cripplegate. *Last Ex.* (*by adj.* from Feb. 16). Mar. 5, at 11.30; Basinghall-st. *Com.* Fonblanque.

Peto, John, & John Bryan, Army Contractors, 8 & 9 Dacre-st., Westminster, and of Liverpool, and of Willow-walk, Bermondsey, Surrey. *Div.* Mar. 19, at 11; Basinghall-st. *Com.* Fane.

Polak, James Michel (commonly known as James Polak), Picture Dealer, Birmingham. *Aud. Accts. & Div.* Mar. 17, at 10; Birmingham. *Com.* Balguy.

Readwin, Thomas Allison, Dealer in Shares, 2 Winchester-bldgs., Great Winchester-st. *Div.* Mar. 19, at 1.30; Basinghall-st. *Com.* Fane.

Roberts, William Swain, Bookseller, Leicester. *Aud. Accts. & Div.* Mar. 23, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Robley, Richard, & Edmund Walter Briggs, Lace Manufacturers, Nottingham. *Aud. Accts. & Div.* Mar. 23, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Sharp, William, Merchant, Birkenhead and Liverpool. *Div.* Mar. 19, at 11; Liverpool. *Com.* Stevenson.

Shoard, John, Miller, Bristol, and Keynsham, Somersetshire. *Div.* Mar. 26, at 11; Bristol. *Com.* Hill.

Smith, George, Hat and Cap Manufacturer, Union Hall, Union-st., Southwark. *Div.* Mar. 19, at 1; Basinghall-st. *Com.* Fane.

Smith, Samuel, Iron Merchant, Derby. *Aud. Accts. & Div.* Mar. 30, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Talbott, Ebenezer, & Samuel Grice, Ironfounders, Newarn, Lydney, Gloucestershire, trading under the firm of the Severn & Wye Foundry Company. *Div.* sep. est. of E. Talbott, Mar. 25, at 11; Bristol. *Com.* Hill.

Taylor, Henry, & Henry Hoyle, Cotton Spinners, Vale Mill, Bacup, and Manchester. *Div.* sep. est. of H. Hoyle, Mar. 16, at 12; Manchester. *Com.* Jemmett.

Walton, Granville Scott, Factor, Wolverhampton. *Div.* Mar. 18, at 11.30. *Com.* Balguy.

Whitehead, William, & Mary Ann Whitehead, Innkeepers and Victuallers, Leicester. *Aud. Accts. & Div.* sep. est. of W. Whitehead, Mar. 30, at 10.30; Shirehall, Nottingham. *Com.* Balguy.

Williams, Ellis, Ironfounder, Black Bridge Foundry, Holyhead. *Div.* Mar. 18, at 11; Liverpool. *Com.* Stevenson.

Withers, William Sheldon, Miller, Mansfield, Nottingham. *Div.* Mar. 18, at 10.30.; Shirehall, Nottingham. *Com.* Balguy.

FRIDAY, *Feb.* 26, 1858.

Bastow, Henry, Mercer, Oldham-st., Manchester. *Div.* Mar. 26, at 12; Manchester. *Com.* Skirrow.

Bower, Alexander, Banker (and not *Baker*, as advertised in last Friday's *Gazette*), Basford, Staffordshire. *Further Div.* Mar. 17, at 12; Manchester. *Com.* Jemmett.

Brown, John Hunter, Rope Manufacturer, Sunderland (J. H. Brown & Co.) *Div.* Mar. 19, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Chamberlayne, Thomas, & William Williams, Coach Makers, Cumberland-st., Portman-sq. *Final Div.* Mar. 20, at 11; Basinghall-st. *Com.* Fonblanque.

Chapman, John, Grocer, Hartlepool, Durham. *Div.* Mar. 19, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Cristall, William, Ship Chandler, 4 Goldsworthy-terrace, Lower-rd., Rotherhithe. *Last Ex.* (*by adjnt.* from Feb. 23) Mar. 10, at 11.30; Basinghall-st. *Com.* Fonblanque.

Croudson, John, Money Scrivener, Wigan, Lancashire. *Final Div.* Mar. 22, at 12; Manchester. *Com.* Jemmett.

Hindhaugh, Mary, & Arthur Ferdinand de Neumann, Timber Merchants, Newcastle-upon-Tyne (N. Hindhaugh & Co.) *Last Ex.* (*by adj.* from Jan. 12) Mar. 10, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

Mandelbaum, David, Importer of Foreign Goods, 12 & 13 Minories. *Last Ex.* (*by adj.* from Feb. 9) Mar. 9, at 2; Basinghall-st. *Com.* Fonblanque.

Millington, James, one of the firm of J. Millington & C. Claye, Lace Manfacturers, Nottingham. *Last Ex.* Mar. 18, at 10.30; Nottingham (previously adjourned sine die). *Com.* Balguy.

Royal British Bank, South Sea House, Threadneedle-st, and elsewhere. *Further Div.* Mar. 19, at 2; Basinghall-st. *Com.* Holroyd.

Smyth, Edward, Draper, 11 Castle-sq., Swansea, Glamorganshire. *Div.* Mar. 26, at 11; Bristol. *Com.* Hill.

Stone, Frederick, Hotel Keeper, Oxford. *Div.* Mar. 19, at 11; Basinghall-st. *Com.* Evans.

WELLS, WILLIAM COLLIER, Stationer, Swaffham. *Div.* Mar. 19, at 11; Basinghall-st. *Com.* Evans.

WILKINS, GEORGE, Baker, Portsea, Hants. *Last Ex.* (*by adj.* from Feb. 9), Mar. 9, at 1; Basinghall-st. *Com.* Fonblanque.

DIVIDENDS.

TUESDAY, *Feb.* 23, 1858.

BRADSHAW, JAMES, & AARON COLLINSON, Cotton Manufacturers, Burnley. First, 2*s.* 10½*d.* sep. est. A. Collinson; and First, 1*s.* 2½*d.* sep. est. J. Bradshaw. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BROWNING, BENJAMIN, Victualler, St. Peter, Hereford. First, 1*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

BUCKLER, DAVID, Builder, Birmingham. First, 4½*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

CARTER, HENRY, Tailor and Draper, Worthing. First, 1*s.* 8*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

ELGOOD, WILLIAM, Merchant, Leicester. Third, 3*d.* *Harris*, Middle-pavement, Nottingham; three next Mondays, 11 to 3.

HALL, CHARLES, Poulterer, 52 Albemarle-st., Piccadilly. First, 4*s.* 3*d.* *Edwards*, 22 Basinghall-st.; Feb. 24, and three subsequent Wednesdays, 11 to 2.

LAWTON, WILLIAM, Auctioneer, Liverpool. Second and Final Div. 5½*d.* Turner, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

LIVERSEDGE, HENRY, Surgeon, Eckington. First, 2*s.* 7*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

LOVELOCK, SAMUEL, & THOMAS FORSTER, India Rubber Manufacturers, Dowgate-hill, and Streatham. Second, 3*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

MASCALL, JOSEPH, Grocer, Wolverhampton. First, 11½*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Second, 10½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

SCRUBY, JAMES, Grocer, Bishop Stortford. First, 4*s.* *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

STARLING, GEORGE DURRANT, Grocer, Ormesby. First, 1*s.* 6*d.* *Edwards*, 22 Basinghall-st.; Feb. 24, and three subsequent Wednesdays, 11 to 2.

WOLLASTON, RICHARD GULSTON, Surgeon, Bishops Caster, Salop. First, 4½*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; any Friday, 11 to 3.

Friday, Feb. 26, 1858.

BOWBEER, JOHN, Colourman, Bristol. Div. 7*s.* *Acraman*, 19 St. Augustine's-parade, Bristol.

MERRY, CHARLES EDWARD, Grocer, Bristol. Div. 12*s.* *Acraman*, 19 St. Augustine's-parade, Bristol.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Feb.* 23, 1858.

BRITTEN, JOHN, Dealer in Silk and Worsted Braids, 32 Noble-st., Falcon-sq., and 9 Park-rd., Dalston. Mar. 16; Basinghall-st.

BRYAN, EDWARD, Innkeeper, out of business, late of Kingston, and now of Lower Mowley, Stanton-upon-Arrow, Herefordshire. Mar. 19, at 10; Birmingham.

BUCKNELL, THOMAS, Currier and Leather Seller, 8 Salmons-lane, Limehouse. Mar. 19, at 12; Basinghall-st.

CATT, JOHN, & ARTHUR WELLINGTON CALLEN, Beer and Bottle Merchants, 47 Lower Shadwell. Mar. 16, at 1; Basinghall-st.

CLARK, EDEN, Ironmonger, Manchester. Mar. 17, at 12; Manchester.

FISHER, WILLIAM, Butcher, Kilburn. Mar. 13, at 11; Basinghall-st.

HAMIT, GEORGE, Machine Maker, Haddenham, Isle of Ely. Mar. 17, at 2; Basinghall-st.

HANCOCK, WILLIAM, Builder, Manchester. Mar. 16, at 1; Manchester.

HOPPERTON, WILLIAM, Laceman, 132 & 142 Oxford-st. Mar. 17, at 1; Basinghall-st.

JOHNSON, JAMES, Worsted Spinner, Lemonsley Mill, Lichfield. Mar. 19, at 10; Birmingham.

PARSONS, GEORGE, Ironmonger, Oakhill, Somerset. Mar. 22, at 11; Bristol.

ROBINSON, THOMAS, Ironmonger, Manchester. Mar. 17, at 12; Manchester.

TYRRELL, THOMAS, Factor, Tonbridge. Mar. 19, at 11.30; Basinghall-st.

WALE, BENJAMIN BURLINGTON, & GEORGE CHARLES DAWE, Builders, 123 Chancery-lane. On application of G. C. Dawe. Mar. 16, at 11.30; Basinghall-st.

FRIDAY, *Feb.* 26, 1858.

BAKER, EDWARD, Hotel Keeper, Rosherville, Northfleet, Kent. Mar. 19, at 12; Basinghall-st.

BROWN, LEONARD FLINTOFF, Chemist and Druggist, Manchester. Mar. 22, at 12; Manchester.

CHAPMAN, JOHN, Grocer, Hartlepool, Durham. Mar. 19, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

EVANS, JOHN LEWIS, Grocer, Longton, Staffordshire. April 16, at 10; Birmingham.

FARNAN, SAMUEL, Indigo and Colonial Broker, 14 Mincing-lane. Mar. 23, at 12; Basinghall-st.

HUSTWITT, WILLIAM, Linen Draper, 3 Wilson-st., Finsbury. Mar. 19, at 2; Basinghall-st.

PORTER, THOMAS, Woolstapler, Frome Selwood, Somerset. April 12, at 11; Bristol.

SANSOME, WILLIAM, Ribbon Manufacturer, Coventry. Mar. 19, at 10; Birmingham.

STONE, FREDERICK, Hotel Keeper, Oxford. Mar. 19, at 11; Basinghall-st.

TAPSCOTT, WILLIAM, Ship Broker. Mar. 22, at 12; Liverpool.

TAYLER, EDWIN MILES, Vaults, Spirit, and Beer Merchant, Coal Exchange Thames-st. Mar. 19, at 1; Basinghall-st.

TAYLOR, THOMAS, Paper Dealer, Birmingham. Mar. 19, at 10; Birmingham.

WATKINSON, WILLIAM MALCOLM, & HENRY FOWLER DICKINS, Woolstaplers, Kidderminster. Mar. 19, at 10; Birmingham.

YOUNG, JOHN, Turner, Bilston, Staffordshire. Mar. 19, at 10; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Feb.* 23, 1858.

ALDEN, ROBERT FORSTER, Tinman and Brazier, St. Stephen's Plain, Norwich. Feb. 15, 3rd class.

BAKER, FREDERICK NOAKE, Coal and Slate Merchant, Southampton. Feb. 19, 3rd class.

BALL, WILLIAM GIRLING, Tailor, 9 Islington-green. Feb. 19, 2nd class.

BUCK, THOMAS, Vinegar Merchant, 38 St. Mary Axe. Feb. 19, 3rd class.

CUTTERIDGE, THOMAS, Innkeeper, the Bell Inn, Wilton, near Salisbury, previously of Sutton, Surrey, Farmer. Feb. 17, 2nd class.

HORROX, JAMES, Drysalter, Little Green Mill, Middleton Dale, Chadderton, Lancashire. Feb. 19, 1st class.

HUNTLEY, ROBERT, Shipowner, 9 Hova-villas, Church-st., Cliftonville, Hove, near Brighton, and elsewhere. Feb. 17, 2nd class.

JARVIS, WILLIAM, Innkeeper, Newmarket. Feb. 17, 3rd class.

LAKE, WILLIAM, Tailor and Draper, Banbury. Feb. 15, 2nd class.

PALMER, HENRY, Linen Draper, High-st., Portsmouth. Feb. 19, 3rd class.

PALMER, WILLIAM, Laceman, 8 Pavement, Finsbury. Feb. 17, 3rd class.

PETERSON, JOHN, Ship Chandler, 44 & 45 Russell-st., Rotherhithe. Feb. 17, 2nd class.

RHODES, SAMUEL, & JOHN ARMSTRONG, Cotton Manufacturers, Tintwistle, Cheshire. Feb. 15, 2nd class.

SHAW, JOHN, Machine Maker, Dukinfield, Cheshire. Feb. 19, 1st class.

YEOWARD, JOSEPH, Ship Broker, Liverpool. Feb. 18, 1st class.

FRIDAY, *Feb.* 26, 1858.

BIRD, WILLIAM, sen., & WILLIAM BIRD, jun., Wine and Spirit Merchants, Great Yarmouth. Feb. 13, 2nd class.

CURE, JOHN, Builder, Bristol. Feb. 23, 2nd class; to be suspended for six months from Feb. 23.

SANDERS, RICHARD, Builder, 54 Doughty-st., Gray's-inn-rd., and Brownlow-mews, Gray's-inn-lane. Feb. 19, 1st class.

SHOARD, JOHN, Miller, Bristol, and Keynsham, Somerset. Feb. 23, 1st class.

THOMAS, THOMAS JAMES, commonly called Thomas Thomas, Carpenter, Cardiff. Jan. 19, 2nd class.

WILLIAMS, JAMES, Shipping and Commission Agent, Beer-lane. Feb. 17, 2nd class.

Assignments for Benefit of Creditors.

TUESDAY, *Feb.* 23, 1858.

BANBURY, HENRY BURRIDGE, & HENRY HAMMOND, Grocers, Fenny Stratford, Bucks. Feb. 8. *Trustees*, T. Burbidge, Commission Agent, Leamington Priors; J. Hughes, Grocer, Oxford. Creditors to execute before Mar. 9. *Sol.* Fortescue, Banbury.

COPELAND, JOHN, & JAMES HOUGHTON, Woollen Merchants, Leeds. Feb. 2. *Trustees*, J. Nicholls, Cloth Manufacturer, Morley; A. Scott, Cloth Manufacturer, of same place; A. Teale, Cloth Merchant, Leeds. Creditors to execute before May 3. *Sol.* Middleton, 1 Exchange-bldgs., Leeds.

ELLIS, HENRY, Grocer and Tea Dealer, Swallow-st., Piccadilly. Jan. 27. *Trustee*, T. Innocent, Wholesale Grocer, Bedford-st., Covent-garden. Indenture lies at offices of Robinson, Nichols, & Co., Public Accountants, 13 Old Jewry-chambers.

GABRIEL, JOHN WILD, Woollen Draper, 135 Regent-st. Feb. 3. *Trustees*, F. Harrison, Warehouseman, Bow-churchyard; R. W. Butterworth, Cloth Manufacturer, Huddersfield; W. Armstrong, Warehouseman, Aldermanbury. Indenture lies at office of J. H. Clarke, Accountant, 44 Bread-st., Cheapside.

HOLLIDAY, WILLIAM, Boot and Shoe Dealer, Newcastle-upon-Tyne. Feb. 3. *Trustees*, G. Hughes, Boot Manufacturer, Brook-st., Holborn; W. Clark, Auctioneer, Newcastle-upon-Tyne. *Sol.* Mathews, 1 Bury-ct., St. Mary-axe.

MITTELL, HENRY, Grocer, Burgate-st., Canterbury. Feb. 13. *Trustee*, W. Bryon, Provision Merchant, St. Mary-at-Hill, London. Creditors to execute before April 14. *Sol.* Carr, 25 Rood-lane.

ONSLOW, MATTHEW, Innkeeper, Salisbury. Jan. 26. *Trustees*, J. Cother, Esq., Salisbury; G. Mannings, Miller, Downton, Wilts. *Sol.* Kelsey, Salisbury.

ROBERTSHAW, JOHN, Woollen Cloth Merchant, Huddersfield. Jan. 30. *Trustees*, T. Hirst, Cloth Manufacturer, Wellhouse, Golcar, near Huddersfield; T. Calverley, Cloth Manufacturer, Salendine Nook, near Huddersfield. Creditors to execute before May 1. *Sols.* Barker & Sons, Huddersfield.

WHITWORTH, WILLIAM RAWSON SURPLICE, Coal Agent, Sheffield. Feb. 9. *Trustees*, J. Hibbard, Gent., Lamb-hill, Handsworth, Yorkshire; H. Rhodes, Coal Merchant, Sheffield. Creditors to execute before April 10. *Sols.* Smith & Burdekin, Sheffield.

FRIDAY, *Feb.* 26, 1858.

ARMITAGE, GEORGE, Dyer, Bradford, Yorkshire. Feb. 3. *Trustees*, J. Marshall, Drysalter, Horsforth-hall, Guiseley, Yorkshire; W. Varley, Drysalter, Leeds; T. Bentley, Drysalter, Cleckheaton, Birstal, Yorkshire. *Sols.* Bentley & Wood, Bradford.

BEDFORD, JOHN, Cloth Manufacturer, Halifax. Feb. 2. *Trustees*, G. Garnett, Cloth Manufacturer, Apperley-br., Yorkshire. *Trustees*, W. Raistrick, Cloth Manufacturer, Idle, Yorkshire. Creditors to execute before May 3. *Sol.* North, Leeds.

BERESFORD, THOMAS, Grocer, Newark-upon-Trent. Feb. 13. *Trustee*, R. Machin, Grocer, Nottingham. Creditors to execute before May 14. *Sol.* Cowley, Nottingham.

BEYNON, RICHARD, Grocer, Cardiff, Glamorganshire. Feb. 10. *Trustees*, J. S. Thomas, Wholesale Grocer, Bristol; T. H. Wills, Tobacconist, Bristol. *Sols.* J. & H. Livett, Albion-chambers, Bristol.

BRAMLEY, JABEZ, Grocer, Rotherham, Yorkshire. Feb. 22. *Trustee*, J. H. Mycock, Commission Agent, Masbrough, Rotherham. *Sol.* Rising, Rotherham.

BUSBY, WILLIAM, Manufacturer of Agricultural Implements, Newton-le-Willows, Yorkshire. Feb. 9. *Trustees*, T. S. Watkinson, Merchant, York; T. Smurthwaite, Esq., Richmond, Yorkshire; H. Kearsley, Ironfounder, Ripon. Creditors to execute before May 30. *Sol.* Richardson & Gouth, York.

CAMPLING, WILLIAM, & SAMUEL BROWNE, Boot and Shoe Manufacturers, Norwich. Feb. 8. *Trustees*, J. Dixon, jun., Merchant, London; S. Morris, Merchant, London; O. Springfield, Merchant, Catton, Norfolk. Creditors to execute before May 9. *Sol.* Woolbright, Castle-meadow, Norwich.

CLARK, RICHARD, Linen Draper, Twinton, near Eccles, Lancashire. Feb. 12. *Trustee*, W. Gawthorpe, Public Accountant, Manchester. Creditors to signify their consent before April 12. Indenture lies at office of Gawthorpe & Addleshaw, Accountants, 26 Brown-st., Manchester.

CLARK, WILLIAM, Grocer, Nottingham. Feb. 4. *Trustees*, J. Bishop, Wholesale Grocer, Warner's-yard, Mincing-lane, London; J. G. Fleet, Wholesale Grocer, Fenchurch-st. *Sols.* Hill & Mathews, St. Mary Axe.

FATTORINI, ANTONIO, INNOCENT FATTORINI, & JOHN FATTORINI, Jewellers, Bradford, Yorkshire, and Harrogate. Feb. 6. *Trustees*, T. Russell, Watch Manufacturer, Liverpool; W. Dudley, Wholesale Jeweller, Birmingham; C. Dudley, of same place and trade. *Sol.* Cater, 13 Piecehall-yard, Bradford.

FORD, HENRY ALFRED, Wine and Spirit Merchant, Oxford-st., Swansea, Glamorganshire. Jan. 28. *Trustees*, R. Dix, Glass and Lead Merchant; J. Usher, Brewer, both of Bristol. *Sol.* Dix, Bristol.

HAZARD, JAMES, sen. (Hazard & Co.), Redcliff-hill, St. Mary, Redcliff. Feb. 22. *Trustee*, J. Ridingberry, Bread-st, Bristol. Creditors to execute before Mar. 16. Indenture lies at the offices of Mr. J. Brice, Public Accountant, 1 Taylor's-ct., Broad-st., Bristol.

JEFFREYS, JAMES, & THOMAS DARCEY, Salt Merchants, Liverpool. Feb. 3. *Trustees*, J. Blackwell, Salt Proprietor, Newton-lodge, Middlewich, Chester; J. R. Darsie, Salt Merchant, Liverpool; A. W. Chalmers, Accountant, Liverpool. *Sols.* Fletcher & Hull, 24 North John-st., Liverpool.

O'REILLY, GEORGE (George O'Reilly & Co.), Draper, Liverpool. Jan. 30. *Trustees*, E. H. Waters, and T. F. Palmer, Merchants, Manchester. *Sols.* Sale, Worthington, & Shipman, 64 Fountain-st., Manchester.

RICHARDSON, JOHN WILLIAMS, Grocer, Bethesda, Carnarvon. Feb. 18. *Trustees*, G. H. Fryer, Tea Merchant, Manchester; J. Chadwick, Merchant, Manchester. Indenture lies at office of L. J. Bennett & Co., Public Accountants, 14 St. Ann's-sq., Manchester.

SMITH, JOHN, Cotton Spinner, Greenacres Moor within Oldham, Lancashire. Feb. 22. *Trustees*, J. Platt, Machine Maker, Werneth-park within Oldham; J. S. Hague, Cotton Spinner, Wykeham-pl., Oldham; R. Fitton, Cotton Spinner, Turf-lane, Oldham. *Sols.* Radcliffe & Murray. Queen-st., Oldham.

TURNER, JOHN HIBBERT, Licensed Victualler, George-inn, Hounslow, Middlesex. Feb. 3. *Trustees*, J. Beardwell, Baker, 14 Lamb's Conduit-st.; C. Ashly, Brewer, Staines. *Sols.* Chilton & Burton, 7 Chancery-lane.

Creditors under Estates in Chancery.

TUESDAY, *Feb.* 23, 1858.

GOMME, JAMES, Elm-grove, Hammersmith, Middlesex (who died in Oct., 1856). Re Gomme's estate, Gomme *v.* Ricketts, V. C. Wood. *Last Day for Proof*, Mar 6.

HAUPTMAN, FREDERICK, otherwise FREDERICK HOFFMAN, late of the Parish of St. Pancras, Middlesex (who died in Feb., 1856). Re Hauptman's estate, Money *v.* Hauptman, V. C. Wood. *Last Day for Proof*, Mar. 15.

OLIVER, WILLIAM, Joiner, Dawlish, Devon (who died in Mar., 1840). Re Oliver's estate, Oliver *v.* Crews, M. R. *Last Day for Proof*, Mar. 13.

PETERSON, AMIE HARRISON, Spinster, Staple-hill, Mangotsfield, Gloucestershire (who died in Mar., 1856). Peterson *v.* Peterson, M. R. *Last Day for Proof*, Mar. 24.

PLATTS, EDMUND, Church-st., Manchester (who died in Oct., 1853). Platts *v.* Platts, V. C. Stuart. *Last Day for Proof*, Mar. 16.

RANDFIELD, WILLIAM, Merchant and Shipowner, St. Nicholas, Harwich, Essex (who died in Feb., 1844). Randfield *v.* Randfield, V. C. Kindersley. *Last Day for Proof*, Mar. 25.

SLAUGHTER, SAMUEL, Reading, Berks. Re Slaughter's trust (as to creditors who were such on June 4, 1835), M. R. *Last Day for Proof*, Mar. 15.

SMITH, JOSEPH, Brewood Forge, Brewood, Staffordshire (who died in Dec., 1836). Smith *v.* Pavier, M. R. *Last Day for Proof*, Mar. 16.

TOGHILL, PHILLIPPA, Widow, Staple-hill, Mangotsfield, Gloucestershire (who died in Aug., 1854). Peterson *v.* Peterson, M. R. *Last Day for Proof*, Mar. 24.

FRIDAY, *Feb.* 26, 1858.

ADAMS, THOMAS, Gent., Kensall Green (who died in July, 1856). Re Adams's Estate, Adams *v.* Litchfield, V. C. Wood. *Last Day for Proof*, Mar. 12.

FLEET, EDWARD, Gent., Northall, Edlesborough, Bucks (who died in Nov., 1826). Scott *v.* Cartwright, M. R. *Last Day for Proof*, Mar 24.

HALSEY, JAMES, Yeoman, Box Moor, Bovingdon, Herts (who died in Sept., 1831). Weedon *v.* Glover, M. R. *Last Day for Proof*, Mar. 22.

HEARN, THOMAS BAYLEY, Esq., Ryde, Isle of Wight (who died in Sept., 1857). Re Hearn's Estate, Lind *v.* Hearn, V. C. Kindersley. *Last Day for Proof*, Mar. 25.

HENNET, GEORGE, Contractor, Teignmouth, Devon (who died in April, 1857). Furse *v.* Hennet, V. C. Kindersley. *Last Day for Proof*, April 14.

KINDERLEY, GEORGE HERBERT, Solicitor, Lincoln's-inn and Russell-sq. (who died in Sept, 1857). Domville *v.* Domville, V. C. Kindersley. *Last Day for Proof*, Mar. 22.

MORGAN, ANN, otherwise MARY ANN GRAFTON, Spinster, of the George public-house, Waterloo-rd. (who died on July 19, 1855). Grafton *v.* Morgan, V. C. Wood. *Last Day for Proof*, Mar. 22.

OLLERENSHAW, SAMUEL, Hat and Cotton Manufacturer, Droylsden, Manchester (who died in Aug., 1845). Ollerenshaw *v.* Harrop, V. C. Kindersley. *Last Day for Proof*, Mar. 29.

PLUMMER, CHARLES JAMES, Gent., 4 Mornington-st., Mornington-cres., Middlesex (who died in May, 1856). Re Plummer's estate, Lindsay *v.* Huggins, V. C. Wood. *Last Day for Proof*, Mar. 10.

PRICE, Sir ROBERT, Bart., Foxley, Herefordshire, and Stratton-st., Piccadilly (who died in Nov., 1857). Bodenham *v.* Price, V. C. Wood. *Last Day for Proof*, Mar. 27.

ROBINSON, MARY ANN, Widow, Wolverhampton (who died in Sep., 1854). Robinson *v.* Fisher, V. C. Wood. *Last Day for Proof*, Mar. 22.

TUCKER, WILLIAM, Esq., Coryton-house, Devon (who died in Mar., 1855). Tucker *v.* Loveridge, V. C. Stuart. *Last Day for Proof*, April 15.

TURTON, EDMUND, formerly of Larpool-hall, Whitby, Yorkshire, and late of Brussels (who died in Mar., 1857). Turton *v.* Lambarde, V. C. Wood. *Last Day for Proof*, Mar. 17.

VONSTEIN, MATTHEW, Tailor, Hanover-st., Hanover-sq. (who died on Aug. 7, 1857). Walker *v.* Vonstein, V. C. Wood. *Last Day for Proof*, Mar. 15.

Winding-up of Joint Stock Companies.

TUESDAY, *Feb.* 23, 1858.

UNLIMITED, IN CHANCERY.

EAST DEAN COAL AND IRON MINING COMPANY.—A Petition for the dissolution and winding-up of this Company was, on Feb. 20, presented to the Lord Chancellor, by John Hollingworth, which will be heard before V. C. Kindersley, on Mar. 5. Thomas Henry Strangways, 10 King's-rd., Bedford-row, Solicitor for the Petitioner.

MEXICAN AND SOUTH AMERICAN COMPANY.—The Master of the Rolls will, at his Chambers, on Mar. 3, at 12, proceed to settle the list of Contributories of this Company.

WARWICK AND WORCESTER RAILWAY COMPANY.—Master Richards will, at his Chambers, Southampton-bldgs., on Mar. 1, proceed to settle the list of Contributories of this Company.

WELSH POTOSI LEAD AND COPPER MINING COMPANY.—This Company is ordered to be absolutely wound up in respect of its transactions prior to June 26, 1857; And it is ordered that the costs of the Petitioners and of W. Whitmore, the Official Liquidator, J. Williams, J. Spurgin, S. A. Dickson, and T. W. Wilkinson, of this application, be paid out of the assets of the Company; And all parties claiming to be creditors of this Company are to come in and prove their debts before V. C. Kindersley, and they are also called upon to meet before him at his said Chambers, on Mar. 22, to appoint one or more person or persons, other than the person who may be appointed the Official Manager, to represent all the creditors of this Company.

LIMITED, IN BANKRUPTCY.

ELECTRIC POWER LIGHT AND COLOUR COMPANY (LIMITED).—A Petition for winding up this Company was, on Feb. 18, presented to the Court of Bankruptcy, in London, and will be heard by Mr. Com. Fane, on Mar. 19, at 1.

FRIDAY, *Feb.* 26, 1858.

UNLIMITED, IN CHANCERY.

CROOKHAVEN MINING COMPANY OF IRELAND.—V. C. Wood peremptorily orders a call of three pounds per share to be made on all the Contributories of the Company, and to be paid on or before Mar. 1, to William Turquand, the Official Manager, 13 Old Jewry-chambers.

ESGAIR MWYN MINING COMPANY.—V. C. Wood, on Dec. 16, appointed William Turquand, Accountant, 13 Old Jewry-chambers, Official Liquidator of this Company.

KILBRICKEN MINES COMPANY.—V. C. Wood peremptorily orders a call of one pound ten shillings per share to be made on all the Contributories of this Company, and to be paid on or before Mar. 9, to William Turquand, the Official Manager, at 13 Old Jewry-chambers.

NORTHUMBERLAND AND DURHAM DISTRICT BANKING COMPANY.—This Court orders that so much of the Petition of George Milner and William Isaac Cookson, preferred on Jan. 18, as prays that an order absolute may be made for winding up this Company, stand over; and doth approve of the voluntary winding up of this Company; and doth order that such voluntary winding up do continue; but the liquidators are not to act under the 17th section of the Joint-Stock Companies Act, 1857, nor to compromise or compound any claim against any shareholder or representative of a shareholder, in respect of any call or debt, without the leave of this Court, nor to compromise the debt of any other person to the amount of £2,000 or upwards, without leave of this Court; the costs of the Petitioners, and of the Company, of this application, to be paid out of the estate of the Company; Creditors, Contributories, and Liquidators, and all other parties interested, to be at liberty to apply to the Court; but such applications to be made to V. C. Kindersley in Chambers.

St. GEORGE BENEFIT BUILDING SOCIETY.—V. C. Kindersley, on Feb. 4, appointed Frederick Whinney, Accountant, 5 Serle-st., Lincoln's-inn, Official Manager of this Society.

Scotch Sequestrations.

TUESDAY, *Feb.* 23, 1858.

BROWN, WILLIAM, Slate Merchant, Glasgow. Feb. 26, at 2; Crow-hotel, George-sq., Glasgow. *Seq.* Feb. 18.

FINDLAY, JOHN, & ALEXANDER FINDLAY, Watchmakers, Market-bldgs., Aberdeen (John Findlay & Sons), residing at Orchard-cottage, Old Aberdeen. *Seq.* Feb. 19.

KENT, JOHN KING, formerly Money Scrivener, 3 Serjeants'-inn, Fleet-st., thereafter residing in Canaan-lane, Morningside, Edinburgh, and now in Jedburgh. Mar. 1, at 12; Harrow-inn, Jedburgh. *Seq.* Feb. 19.

KNOX, JAMES, Tea, Coffee, and Spice Merchant, Princess-st., Edinburgh, a prisoner in the Calton Jail, Edinburgh. Feb. 27, at 12; Ship-hotel, East Register-st., Edinburgh. *Seq.* Feb. 19.

M'CALL, DUGALD, Grocer, Greenock. Feb. 27, at 12; White Hart-inn, Greenock. *Seq.* Feb. 18.

MITCHELL, JOHN, Grocer, Princess-st., Dundee. Mar. 3, at 2; British-hotel, Castle-st., Dundee. *Seq.* Feb. 18.

MITCHELL, WILLIAM LAWRENCE (Mitchell & Mitchell), Hosier, Glasgow. Mar. 2, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 18.

MORRISON, ANDREW, Smith and Ironmonger, Rose-st., Edinburgh. Feb. 27, at 12; National-hotel, Register-st., Edinburgh. *Seq.* Feb. 18.

MORRISON, ROBERT, Staymaker, London-st., Glasgow. Mar. 2, at 12; Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Feb. 19.

MUIR, JOHN, Flax Spinner, Arbroath. Mar. 3, at 1; White Hart-hotel Arbroath. *Seq.* Feb. 20.

FRIDAY, *Feb.* 26, 1858.

BEGG, THOMAS, West India Merchant, Glasgow, residing at Shieldhall, Govan (Thomas Begg & Co.) Mar. 3, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 22.

HUNTER, JOHN, Cow Feeder and Spirit Dealer, 478 Springbank, Glasgow. Mar. 5, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 22.

HUTTON, JOSEPH, Ship Broker and Line Merchant, Glasgow. Mar. 4, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Feb. 22.

ROY, CHARLES, Merchant, Kincardine, Perthshire. Mar. 5, at 1; Unicorn-inn, Kincardine. *Seq.* Feb. 24.

TAYLOR, JOHN, Grocer and Draper, Kirkintilloch (Robert Craig & Co.) Mar. 5, at 1; Black Bull-inn, Kirkintilloch. *Seq.* Feb. 22.

WHYTE, JAMES, Saddler, Milnathort. Mar. 5, at 12; Kirkland's-hotel, Kinross. *Seq.* Feb. 23.